## TOEROEK ASSOCIATES, INC. 1224668 - R8 SDMS

November 18, 2011



Mr. John Works
U.S. Environmental Protection Agency
Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

Re: Contract No. EP-R8-09-10

Task Order No. 019
Carpenter Snow Creek
Document Request

Dear Mr. Works:

On October 18, 2011, the U.S. Environmental Protection Agency (EPA) requested that Toeroek Associates, Inc. (Toeroek) order copies of particular files held at the State Historical Society of Missouri in Rolla, Missouri. Specifically, EPA requested copies of certain Howard I. Young, Harry S. Kimball, and Walter G. Swart files within the American Zinc, Lead and Smelting Company records collection.

Electronic copies of Howard I. Young and Harry S. Kimball files are provided on the CD included with this letter.

The Walter G. Swart files are contained on microfilm, which have been shipped from the State Historical Society of Missouri to the Denver Public Library, via the interlibrary loan (ILL) system. The State Historical Society of Missouri does not currently have the capabilities to generate copies of microfilm. Toeroek is prepared to copy the Swart files from microfilm; however, is waiting for direction from EPA.

Please contact me with any questions or comments.

Sincerely,

Lindsay Garner
PROJECT MANAGER

Attachments: CDs (3)

cc: C. Pokorny (w/o attachments)

L. Jackson (w/attachments)

D. Sturn (w/attachments)

TO-019 File

300 Union Boulevard

Suite 520

Lakewood, CO 80228-1552 Phone: 303-420-7735

Fax: 303-420-7658 www.toeroek.com

#### **Information Sheet**

R American Zinc, Lead and Smelting Company.

10 Records, 1901-1965. 154 boxes.

NOTE: THIS COLLECTION IS IN OFF-CAMPUS STORAGE. AT LEAST TWO DAYS' ADVANCE NOTICE IS REQUIRED FOR RESEARCH USE.

The American, Lead and Smelting Company (commonly known as "American Zinc") was a large nonferrous metals firm which mined, processed, smelted, and marketed basic zinc and lead products. It had major mining and milling operations in Missouri, Wisconsin, and Tennessee, smelters in Kansas and Illinois, and interests in ore processing machinery. Founded in 1899, the company became a leader in the zinc industry. By 1965 it controlled the largest zinc ore reserves in the United States, and ranked second in zinc ore production and third in smelting capacity. By that time controlling interest in the firm had passed to Consolidated Gold Fields, Ltd., a mining investment company. James D. Norris's AZn: A History of the American Zinc Company (Madison: State Historical Society of Wisconsin, 1968), based in large part upon this collection, is an excellent general history of the firm.

These records, secured from the company's administrative offices in St. Louis, have been organized into three major sections:

- -- Harry S. Kimball File. 1901-1930 (15 boxes)
- -- Walter G. Swart File, ca. 1907-1915 (12 boxes)
- -- Howard I. Young File, ca. 1925-1965 (127 boxes)



Index cards for this collection



Questions? Use our Researcher Registration Form

Return to



WHMC-Rolla's home page.

The State Historian Receive of Missouri Research Center-Holin G-3 Library, Missouri S&T 400 W. 14th Street Rolla, MO 65409-1420

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MASCOT TENN 152P AUGUST 7 1929

H I YOUNG

V P CARE BILTMORE HOTEL NEWYORK NY RETEL SEYMOUR OUT OF CITY FOR TEN DAYS STOP NEED TYPEWRITER BOOK CASE AND FILE CASES AMERICAN APPRAISAL COMPANYS APPRAISAL SHOWS ALL OFFICE EQUIPMENT BELONGS TO BURQUO LINE CO IT WAS MY UNDERSTANDING WE BOUGHT BURQUO LIME CO COMPLETE INCLUDING ALL ASSETS WITH EXCEPTION OF LIMESTONE PAPER BAGS AND WAREHOUSE SUPPLIES UNLESS SPECIFICALLY EXCLUDED IN CONTRACT BELIEVE ALL OFFICE ..

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

#### CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its de-ferred character is indicated by a suitable sign above or preceding the address.

# STEI

NM = Night Message NL = Night Letter

SIGNS

LCO = Deferred Cable NLT = Cable Letter

WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME. Received at 169 Congress St., Boston, Mass

QB323 36 DL=TDKV MASCOT TENN 9 125P

1929 SEP PM 2 53

SMELTING CO= H I YOUNG , VICE PRES AMERICAN ZINC LEAD 1 STATE ST BOSTON MASS= 18 LA

RECEIVED REMITTANCE TODAY ELEVEN THOUSAND FIVE HUNDRED ACCOUNT BUTTE MACHINERY PURCHASE WILL YOU PLEASE ARRANGE INSURANCE CANCELLATION STOP JOHNSON ESTIMATES POWER REQUIREMENTS ONE

HUNDRED TWENTY THOUSAND POUNDS FUSE ONE HUNDRED FIFTY

THOUSAND FEET CAPS FIFTEEN THOUSAND

C T MILLICE.

gram unless its deferred character is indicated by a suitable sign above or preceding the address.

### UNION

J. C. WILLEVER, FIRST VICE-PRESIDENT

NL = Night Letter

LCO = Deferred Cable

CLT = Cable Letter

WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME

A6 30 DL=TDKV MASCOT TENN OCT 5 1148A

NEWCOMB CARLTON, PRESIDENT

H I YOUNG=VICE PRESIDENT

EASTSTLOUIS ILL=

EXPECT PLACE ORDER FOR MINIMUM CAR POWDER QUARRY FOR DELIVERY
BETWEEN TWENTIETH AND TWENTY FIFTH PLEASE WIRE WHO SHOULD
GET ORDER GAVE DUPONT ORDER FOR MINIMUM CAR JEFFERSONCITY

LAST WEEK=

C T MILLICE. 1212P.

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram or Cable-gram unless its deferred character is indicated by a suitable sign above or preceding the address.

## WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

1 C WILLEUED PRODUCE

SIGNS

DL = Day Letter

NM = Night Message

NL = Night Letter

LCO = Deferred Cable

NLT = Cable Letter

WLT = Week-End Letter

PM

. 1929 NOV

12018

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

Allerdon Chri

NAB457 52 NL=TDKV MASCOT TENN 5

H I YOUNG, VICE PRES=

AMERICAN ZINC LEAD & SMELTING CO 331 MADISON AVE

AT 43 ST NEWYORK NY=

TALKED OVER TELEPHONE WITH HARRY KIMBALL TODAY AT
LOUISVILLE HE VERY ANXIOUS SEE YOU REGARDING PROPOSITION
WHICH HE FEELS SURE YOU WILL BE INTERESTED HE EXPECTS
RETURN NEWYORK FRIDAY AND WOULD LIKE SEE YOU EITHER
NEWYORK OR BOSTON NOT LATER THAN MONDAY NEXT WEEK SUGGEST
YOU COMMUNICATE WITH HIM AT NORTHPORT LONGISLAND=

HSM-0002

C T MILLICE,

a symbol in the check or in the address.

NEWCOMS CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

CLT Cable Letter
WLT Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME. Received at 33 East Gay St., Columbus, Ohio. Always Open 129 NOV 14 PM 12 46

JB 326 33=TDKV MASCOT TENN 14 1006A

H I YOUNG ,PRES=

AMERICAN ZINC OXIDE COMPANY COLUMBUS OHIO=

MUST PLACE ORDER TODAY FOR FOUR HUNDRED CASE CAR POWDER AND
TWENTY FIVE THOUSAND CAPS FOR MASCOT PLEASE WIRE WHERE
PLACE POWDER AND ADVISE IF WE SHOULD GIVE CAP BUSINESS
WESTERN CARDRIDGE COMPANY=

C T MILLICE.

FG mailed after/p

**FORM 123** 

#### CONFIRMATION TELEGRAM SENT THIS DAY BY

#### AMERICAN ZINC COMPANY OF TENNESSEE

MASCOT, TENNESSEE January 3, 1930.

Mr. H. I. Young, Vice President, American Zinc Company of Illinois, East St. Louis, Illinois.

WALL, ADVISES BLOWER NOT YET CHARGED OUT SAYS HE ADVISED YOU LAST YEAR BLOWER NOT WORTH IN EXCESS SEVEN HUNDRED DOLLARS FOB COLUMBUS STOP THIS BLOWER COST NEW SEVENTEEN HUNDRED AND WAS PUT IN FIRST CLASS CONDITION MASCOT BEFORE SHIPPING COLUMBUS SILVER DYKE PAID FREIGHT TO MASCOT STOP THINK NINE HUNDRED DOLLARS FAIR PRICE AND WOULD RECOMMEND NOT LESS THAN SEVEN HUNDRED FIFTY FOB MASCOT PLEASE ADVISE PRICE WE SHOULD CHARGE COLUMBUS STOP WRITING YOU STLOUIS TOMORROW COPIES NEWYORK AND BOSTON GLVING FINAL FIGURES NEIHART LIQUIDATION.

C. T. MILLICE.

#### AMERICAN ZINC COMPANY OF TENNESSEE

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT, TENN., JAN. 4, 1930.

Mr. Howard. I. Young, Vice-Pres., American Zinc Co. of Illinois, East St. Louis, Illinois.

Dear Howard:

In compliance with your request I have compiled the following statement showing sales of plant and equipment; also warehouse supplies for the account of the Silver Dyke Mining Company under Liquidation Account as of Dec. 31, 1929.

Also show in this statement inventory valuation of Silver Dyke equipment and warehouse supplies stored at Mascot:

Total Sales Plant & Equip. \$28,121.03

" Whse. Supplies 1,204.72 \$29,325.75

Mascot Equipment Inv. 14,602.30

" Whse. Supplies Inv. 1,395.65 15,997.95

Total Sales & Inventories..... \$45,323.70

Very truly your

CTM:S CC:HIY- New York Boston FOR\_\_\_\_\_

JAN. 4, 1930.

Mr. Howard.I. Young, Vice-Pres., American Zinc Co. of Illinois, East St. Louis, Illinois.

#### Dear Howard:

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Mascot Equipment Inv. 14,602.30

" Whse. Supplies Inv. 1,395.65 15,997.95

Total Sales & Inventories..... \$45,323.70

Very truly yours,

CTM:S CC:HIY- New York

Boston

#### AMERICAN ZINC COMPANY OF TENNESSEE

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT, TENN.,

January 6, 1930.

Mr. H. I. Young, Vice President, American Zinc Company of Illinois, P. O. Box 495, East St. Louis, Illinois.

Dear Howard:

I received your wire Saturday with regard to price on Roots Blower to be charged to the Columbus operation. I am putting through a charge memorandum on this piece of equipment at \$750.00, and have wired Mr. Wall so that he can include in his December accounts.

This blower was practically new and cost \$1700 f.o.b. factory. Overhauling at Mascot was charged to the Silver Dyke Mining Company, and the only freight charge paid by Mr. Wall was from Mascot to Columbus. While this amount is in excess of that which Mr. Wall wanted to spend, I feel that price charged him is entirely fair.

Very truly yours,

Miero

CTM:BN

#### American Zinc Company of Tennessee

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT. TENN..

January 10, 1930.

Mr. H. I. Young, Vice President, American Zinc Company of Illinois, P. O. Box 495, East St. Louis, Illinois.

Dear Howard:

I called upon The Fulton Company last week with regard to their zinc requirements for the first quarter of this year.

I find that this Company is badly hit by the slump that has effected a good many industries, and they are holding their purchases down to an absolute minimum. Purchasing Agent advised me they have laid off between 300 and 400 men at the Fulton Company within the past thirty days. and they did not have enough orders on hand at that time to keep their present force busy. They are apparently quite discouraged over the outlook for their business during the next six months. I attempted to interest them in a car of metal for shipment sometime during the first quarter with the understanding that we would protect them in the matter of price during that period, but he would not agree to place an order even on that basis. They assured me/however, that when they are in the market they would send their inquiry to our St. Louis office, and I believe we can depend on having a chance to quote on their requirements/.

Mr. H. I. Young, Page #2, 1/10/30.

Mr. Mitchell told me that at this time last year they had on file orders from the General Motors Company covering their entire year's requirements for temperature controls, and were running the plant at full capacity in order to make deliveries. He stated at the present time they have no orders from the General Motors Company and have no assurance at this time as to what this business will amount to during the coming year. The slump in automobile business has also seriously effected their business, and they are not expecting anywhere near as much business from that industry as they had last year.

Very truly fours,

CTM: BN

#### AMERICAN ZINC COMPANY OF TENNESSEE

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT. TENN..
January 10, 1930.

#### PERSONAL

Mr. H. I. Young, Vice President, American Zinc Company of Illinois, P. O. Box 495, East St. Louis, Illinois.

Dear Howard:

I have been giving some consideration to the purchase of a Ford runabout for Carl's use in getting back and forth to school, as I feel that I can save considerable by his operating a small car for his purpose. I have been wondering if you would have any objections to my using space in your garage during the bad weather in which to keep this car. I do not believe it will hurt the car much to stand out during mild weather, but during severe winter weather I would like to keep it under cover if possible, and all of the other garages in the Hill are being occupied at the present time.

Very truly yours,

CTM: BN

East St. Louis, Ill. January 10, 1930

Mr. C. T. Millice, Gen. Purch. Agent American Zinc, Lead and Smelting Company Mascot, Tenn.

Dear Mr. Millice:

The safe arrived yesterday, and seems to be in good condition, except that one of the hinge knobs is missing. Copy of expense bill or "connecting line ticket" carries that same was missing upon arrival at destination.

I was just wondering if this hinge knobe was missing when it was leaded, or if it wiggled out in transit. If it was lost in transit, we will put in a claim for it, though it is not vitally important in using the safe as we shall.

Thanking you for your interest in getting the safe up here, I am

Yours very truly,

MR

#### AMERICAN ZING, LEAD AND SMELTING COMPANY

AMERICAN ZING COMPANY OF TENNESSEE
AMERICAN ZING DXIDE COMPANY

AMERICAN ZINC COMPANY OF ILLINOIS
AMERICAN LIMESTONE COMPANY

SILVER DYKE MINING GOMPANY

XXXXX PORCHASING AGENT PURCHASING AGENT XXXX PRIVATE TRIVER XXXX

MASCOT - TENN.

JAN. 14, 1930

Mr. H. I. Young, Vice-President, American Zinc, Lead & Smelting Co., East St. Louis, Illinois.

Dear Howard:

The Goodyear Tire & Rubber Company have submitted contract covering our Mechanical Rubber Goods requirements for the first half of year 1930. Prices in all cases are the same as set out in their contract covering purchases over the last half of 1929.

Is it your desire that we remew this contract on the above basis.

Very truly your

CTM: S

East St. Louis, Ill. January 14, 1930

Mr. C. T. Millice, Gen. Purch. Agent American Zinc, Lead and Smelting Company Mascot, Tenn.

Dear Bo:

who have plants located at various places, are good spelter customers of ours. They manufacture wire screen cloth, known as the Pearl Brand. I understand the Knoxville jobber is w. w. Woodroff Hardware Company. As I understand you use galvanized screen wire in some quantities at Mascot, shall appreciate your arranging to purchase from Woodruff, provided the price is not too much in excess of others.

Very truly yours,

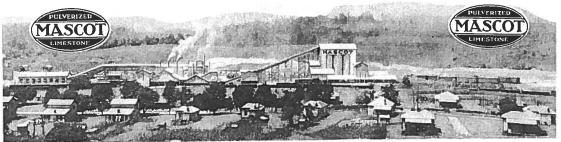
Vice President

HIY MR



## AMERICAN LIMESTONE COMPANY "MASCOT"

PULVERIZED LIMESTONE



SALES OFFICE: KNOXVILLE, TENN.

PLANT: MASCOT, TENN.

REPLY TO MASCOT, TENN.

January 15, 1930.

Mr. H. I. Young, Vice President, American Zinc Company of Illinois, East St. Louis, Illinois.

ALL CONTRACTS AND AGREEMENTS ARE CONTINGENTUPON STRIKES, ACCIDENTS, DELAY IN MILL DELIVERIES, AND OTHER OCCURRENCES BEYOND OUR CONTROL

Dear Howard:

I am enclosing, herewith, for your information copy of statement showing financial results of our Black herd fair exhibition last fall.

The results were disappointing after all of the figures were in, due to heavy expenses. None of these items look much out of line, and the only conclusion I can arrive at is that we didn't win enough prizes. However, I think the showing is excellent considering that this was our first trip.

Very truly yours,

CTM:BN ENCLS. (1)

#### AMERICAN ZINC COMPANY OF THUMESSEE MASCOT, TENNESSEE

STATEMENT OF PRIZES WON AND EXPENSES INCURRED SHOWING BLACK CATTLE AT FAIRS IN JACKSON, TENNESSEE - KNOXVILLE, TENNESSEE BIRMINGHAM, ALABAMA - NASHVILLE, TENNESSEE - ATLANTA, GEORGIA RALEIGH, FORTH CAROLINA - COLUMBIA, SOUTH GAROLINA AND SAVANNAH, GEORGIA.

#### PRIZES NON

Wost Tennessee Fair	\$236,00
Tennessee State Fair	247.00
East Tennessee Fair	200,000
Alabama State Fair	280,00
North Carolina State Pair	179,00
Atlanta Sair	117.00
Savanuah Fair	200,00
American Aberdeen Apple Freeders Association	23.00
H H H H	03,50

\$1,415,50

#### EXPINSIS

Freight, Demarrage & Switching	\$509,73
Foed, Straw etc.	592.71
Board (Charles Farquhar & Helper)	309 ° 90
Drayage and Labor	217,27
Stall Rent, Exhibition Tickets,	
and Miscellaneous Supplies	240.09
Transportation	195.93
Leundry	19,25
Insurance on Show Cattle	69:00
Total Expenses	\$2,021,26
Less: Expenses at Columbia, S. C.	(
charged to American Limestone Co.	211374
	The statement of the state of t

Net Expenses Charged to Para Operations

\$1,009,52

Louis on Showing Clack Coutle

着3944.02



#### AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,
GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

January 15, 1930.

Mr. H. I. Young, Vice President, American Zinc Company of Illinois, P. O. Box 495, East St. Louis, Illinois.

Dear Howard:

I understood when you were here that you had approved an estimate covering the new screen installation at the Quarry amounting to approximately \$6800.00, and I was advised that you told Mr. Immel and Mr. Gaut that you would okey the estimate and that it would be alright for them to go ahead and place orders for material.

An approved copy of the estimate cannot be located here, and wish you would advise if it is okey to place orders for material and for them to start work on the installation, awaiting receipt of approved copy of estimate.

Very truly yours,

heere

CTM:BN

E. ST. LOUIS, ILL.

CORY FOR

East St. Louis, Ill. January 15, 1930

#### PERSONAL

Mr. C. T. Millice American Zinc Co of Tenn Mascot Tenn

Dear Bo:

I have yours of the tenth regarding using part of my garage for your new Ford Runabout. When I was last in Mascot the question of building an additional garage onto Mr. Coy's garage came up and I told him he might store his car in my garage.

It is my understanding that the Dodge is parked at the plant and I see no reason why the Marmon cannot be taken over and stored at one of the stalls near the machine shop. This would make available room for two cars and you and Mr. Coy will both have ample space for your cars.

I am writing Mr. Strachan to have the Marmon moved immediately so that this garage space will be available for you and Harley.

Very truly yours,

HIY: MR

Vice President

E. St. Louis, Illinois January 15, 1930.

Mr. C. T. Millice, Gen. Pur. Agt., American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Bo:

I wish to thank you for yours of the tenth reporting on your visit to the Fulton Company, regarding purchase of slab zinc.

It is unfortunate that the situation you found with Fulton is that which exists with a large number of other businesses, and this means that the outlook for the first quarter is very uncertain.

I shall appreciate your calling on this company again, and suggest you drop in to see them some time in March.

Very truly yours,

Vice President

HIY: KR

COPY FOR

East St. Louis, Ill. January 17, 1930

Mr. C. T. Millice, Gen. Purch. Agent American Zine, Lead and Smelting Company Mascot, Tenn.

Dear Millice:

Referring to yours of the 14th, beg to advise that it will be entirely satis-factory to renew our mechanical goods contract with the Goodyear Tire and Rubber Company.

Very truly yours,

Vice President

HIY: MR

CORY FOR

East St. Louis, Ill. January 17, 1930

Mr. C. T. Millice American Zinc Co of Tenn Mascot, Tenn.

Dear Millice:

Referring to yours of the 15th regarding estimate covering cost of Quarry screen, beg to advise this was not approved as Mr. Issuel was not sure as to the kind of screen he would order.

I told him it was all right to go shead and place the order and as soon as he know the amount to submit estimate and I would sign same promptly.

Very truly yours,

Vice President

HIY: MR cc-RPI

#### AMERICAN ZING, LEAD AND SMELTING COMPANY

AMERICAN ZING COMPANY OF TENNESSEE

AMERICAN ZING DXIDE GOMPANY

AMERICAN
SILVER DYKE MINING COMPANY

AMERICAN ZINC COMPANY OF ILLINOIS
AMERICAN LIMESTONE COMPANY

MASCOT - TENN.

JAN. 20, 1930.

Mr. H. I. Young, Vice-Pres., American Zinc, Co. of Ill., EAST ST. LOUIS - ILLINOIS.

Dear Howard:

Answering your letter of January 14th with regard to galvanized screen cloth purchases from Woodruff Hardware Co. . who are jobbers for Gilbert & Bennett, would say that we have already placed an order for our spring requirements of screen cloth. This order was placed last November, for delivery this coming March, with Wright-Cruze Hardware Company in Knoxville, and as this screen was offered to us at lower prices than we have been able to secure for the past two years we placed the order at that time. This order. however, did not include but a small amount of galvanized wire, as we have not been using the galvanized except in selected places about the job where we figured it would have good care and where it has been lasting for about two year. It is possible that we may buy a small amount of galvanized wired later on this year and in that case will get prices from Woodruff Hdwe. Co., and give them an order for it if their price is not too far out of line.

Very truly yours,

néerès

CTM: S

COPY FOR.

East St. Louis, Ill. January 21, 1930

Mr. C. T. Millice American Zinc Co of Tenn Mascot, Tenn.

Dear Bo:

I have a letter from Messrs. Coy and Newman advising that Irene is resigning her position and it will be necessary to replace her immediately.

In as much as I do not anticipate spending much time at Mascot and the work on Sisk, so far as I am concerned, will be very light, I wish to suggest that you and Charlie consider using him, and let Miss Newell go upstairs and handle the work of Messrs. Coy and Newman.

I am very anxious that we keep every item of expense as low as possible, and shall appreciate your trying to handle your work in this way several months before employing another stenographer. I believe the work can be handled entirely satisfactorily.

Shall appreciate your advisinggme on this immediately.

Very truly yours,

WISCONSIN ZINC COMPANY

#### AMERICAN ZINC COMPANY OF TENNESSEE

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT. TENN..

January 22, 1930.

Mr. H. I. Young, Vice President, American Zinc Company of Illinois, P. O.Box 495, East St. Louis, Illinois.

Dear Howard:

You will receive copy of my letter today to Mr. Potter with regard to 1929 taxes for the Wisconsin Zinc Company, in which I refer to the increase in tax rate.

The decrease in valuation this year on account of land sold was \$6,249.00, and based on last year's tax rates our saving would have been \$137.24.

The increase in tax rate, however, amounted to about 17%, and based on this new tax rate our decrease in taxes amounted to only \$52.74. Our actual decrease in real estate valuation was \$3264.00, the balance of \$2,985.00 being eliminated on account of no assessment on supplies or equipment, or on mineral production.

Very truly yours,

CTM:BN

AMERICAN ZINC, LEAD & SMELTING CO.

FOR Mr. Young, East St.Lo.

January 22, 1930.

Mr. C. C. Potter, Galena, Illinois.

Dear Clarence:

I am in receipt of your letter of the 17th. enclosing statements of taxes in New Diggings Township and city of Platteville.

year on account of reduced valuation does not amount to as much as I had hoped to secure. Based on last year's rate our total saving would have been about \$137.00, whereas it actually amounts to \$52.74. Some increase, of course, was to be expected on account of the reduction in income from mining properties, but I did not anticipate an increase of 17% such as they put over.

I note the apparent mistake in valuation on the 33 acres in Section 27. As you say, this does not amount to much, and we will pay the tax as it stands, with the hope that you can get this corrected next year.

I am enclosing, herewith, youchers covering these taxes, as I assume that you will wish to secure the tax receipts and check them before sending them to me.

Very truly yours.

CTM: BN ECNSL. (2) COPY FOR.\_\_\_

East St. Louis, Ill. January 22, 1930

Mr. C. T. Millice, General Purch. Agent American Zinc, Lead and Shelting Company Mascot, Tenn.

Dear Bo:

You have received copy of the letter I have written all the offices regarding printing of stationery.

It has occurred to me that you might get one of the first class printers of Knoxville to make you an especially good offer on all the company's business regardless of whether orders are large or small.

After you have investigated this, please advise.

Very truly yours,

Vice President

HIY: MR

AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,
GENERAL PURCHASING AGENT

January 24, 1930.

MASCOT, TENNESSEE

Mr. H. I. Young, Vice President, American Zinc Company of Illinois, P. O. Box 495, East St. Louis, Illinois.

Dear Howard:

The representative of the Thermoid Rubber Company called upon us sometime ago, and we are now in receipt of their quotations on various styles of rubber belting, air hose, etc. Their prices are not much out of line with those we are securing from the Goodyear Company and they are manufacturing conveyor and transmission belting that will fill our requirements.

We have in mind giving them an order for a conveyor belt sometime this spring if developments on their oxide requirements make it advisable to place some business with this concern. Will await further advice from you before taking the matter up again with them.

Very truly jours,

CTM:BN CC:John Sellon CORY FOR

East St. Louis, Ill. January 25, 1930

Mr. C. T. Millice American Zine Co of Tenn. Mascot, Tenn.

Dear Bo:

I see no reason why, instead of wiring me the daily information on production and mill heads, this could not be divided by sending two wires; one on Monday that would cover the tonnage hoisted for Thursday, Friday and Saturday, and the average mill head for those days; and one on Thursday, giving data for Monday, Tuesday and Wednesday, and average mill head for those days. It would also include orders of limestone and shipments of ballast. I wish then, until further advised, you would send me only three wires per week, two of them containing the daily information and the third would be the weekly results.

After we have tried this a short time, we can then determine the value of same.

Very truly yours,

Vice President

HIY: MR

E. ST. LOUIS, ILL.

GOPY FOR Mr. John Sellon

East St. Louis, Ill. January 27, 1930

Mr. C. T. Million American Zinc, Lend and Smelting Co. Mascot, Tenn.

Dear Bo:

I have yours of the 24th regarding call of representative of the Thermoid Rubber Company, and beg to advise I will have an opportunity to discuss this with you before placing any business with this company.

Very truly yours,

Vice President

MIY:MR 00-JS

Dear John:

Please keep me advised of the orders you obtain from this company.

H. I. Y.

East St. Louis, Ill. January 27, 1930

Mr. C. T. Millice, Gen. Purch. Agent American Zinc, Lead and Smelting Company Mascot, Tenn.

Dear Mr. Millice:

In Mr. Johnson's letter to you of the 20th, he states he is sending sample sheet of cost sheet paper and a sheet of ore shipment report.

I presume this is his regular cost statement paper, and if it is, "f'evens" sake, let's anticipate his needs, too, and see if we can't persuade him to use a punching that will fit the type of binders used for the statements of every other office in the company. I don't know what kind of advantageous deal he has for this off-size binder, but I know it certainly is a nuisance to take a pair of scissors and mutilate the holes already punched in the paper. Young spoke to Wes about the matter one time here at the office, but he said he thought you were furnishing him the same paper as the others. However, Mr. Young told him he understood the matter had been brought up before and that Wes was too rock-headed to change. This, of course, was just in fun, but I think the matter should be remembered the next time cost statement paper is purchased for Mr. Johnson.

With best regards, I am

Yours truly,

#### AMERICAN ZINC COMPANY OF TENNESSEE

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT, TENN..

January 30, 1930.

Mr. H. I. Young, Vice President, American Zinc Company of Illinois, P. O. Box 495, East St. Louis, Illinois.

Dear Howard:

I am in receipt of your letter of the 25th. with regard to daily wire now being sent you.

If you do not require the information more often than two times per week, I do not see why this scheme will not work satisfactorily. Am working up a form now for this wire and will arrange to try it out for awhile to see if it will fill your requirements.

I have recently had in mind suggesting a code for use in sending these daily wires, and was going to discuss it with you when you came down. The unsatisfactory feature about a code, however, is the fact you often secure the telegram when you are away from your home office, and it would be rather inconvenient for you to take the time to work it out. However, I believe the scheme you propose, of two wires per week, will be even cheaper than sending you a short code message daily.

Very truly yours,

CTM:BN

#### AMERICAN ZINC COMPANY OF TENNESSEE

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT, TENN.,

January 21, 1930.

#### PERSONAL

Mr. H. I. Young, Vice President, American Zinc Company of Illinois, P. O. Box 495, East St. Louis, Illinois.

Dear Howard:

Thanks very much for your letter of the 15th. with regard to using your garage.

I have not as yet bought the Ford, but in case I do, I do not see why the arrangement you outline should not work out entirely satisfactorily.

I certainly appreciate your favorable consideration in this matter.

With kindest regards.

Very truly purs,

CTM:BN

CORY FOR

East St. Louis, Ill. February 1, 1930

Mr. C. T. Hillice American Zine Co of Tenn Mascot, Tenn.

Dear Bo:

I have received advice from Mr. Dodd and Mr. Emmons regarding amount of money they spend for stationery and printing, which indicates that the average yearly expenditure for the Columbus and New York office is around \$500.00. This is less than I had anticipated.

If, by placing all of our business with one company, we can secure a discount of 20% it would, of course, pay to place the sales department's requirements along with those of the operating department.

I shall expect to hear from you further after you have completed your investigation.

Very truly yours,

HIY: UR

Vice President

#### MERICAN ZINC, LEAD AND SMELTING COMPANY

MERICAN ZINC COMPANY OF TENNESSEE AMERICAN LIMESTONE COMPANY AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,

GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

FEB. 11, 1930

Mr. H. I. Young, Vice-Pres. American Zinc Co. of Ill., East St. Louis, Illinois.

Dear Howard:

Referring to your letter of February 1st in which you advise regarding the average yearly expenditure of the Columbus and New York offices for stationery and printing, have been giving this printing business quite a little attention lately and do not believe there is any chance to tie up with any one printing concern with the idea of getting any discount as great as 20% in case we should place all of our business with them. As you realize practically all printing is special and each job must be figured separately. Prices charged by the printing concerns vary according to their costs which in turn depend upon the volume of business they are doing, the cost of their labor and the percentage of profit Therefore, there is no standard price for any form and in securing bids you will find prices will vary on any job from \$3.00 to \$5.00 and sometimes more. Therefore, if we made a contract with one concern they might figure their cost in line with the usual practice and at the same time they might be \$4.00 or \$5.00 higher than some other concern who had cheaper operating cost or who might be willing to take the job at a lower price in order to increase their volume. This is indicated in some of our recent bids on jobs for the Columbus plant. Printers in St. Louis quoted higher prices than was quoted in Columbus, while Knoxville prices were less than

Mr/ Young, Page #2, 2/11/30

the Columbus prices. In one case recently a St. Louis firm quoted higher price on one job and lower price on another for the same jobs on which Joplin printers quoted.

In my opinion the only way to secure the lowest price on stationery and printing is to put out inquiries and secure bids. At Columbus Mr. Wall is getting prices from local concerns, and I have been getting quotations from Knoxville, and other points on the same jobs. The same applies to Joplin office. In some cases I have secured lower prices and in other vases he can buy locally at an equal advantage.

It hardly seems worth while for the New York office to send small orders down here, but I see no reason why stationery for Mr. Emmons' office cannot be taken care of the same way as Mr. Wall's is being handled, and, if we can make any saving for him will be very glad to handle same for him from this office.

I am not so sure but in a good many instances believe we could save some money for the St. Louis plant as compared to St. Louis prices. I believe this to be the case especially on ordinary forms which are not too complicated. If Mr. Stanton is interested he might send me an inquiry from time to time, together with samples, and we can at least see what can be done.

Very truly yours

CTM: S

E. ST. LOUIS, ILL.

CORY FOR

East St. Louis, Ill. February 12, 1930

Mr. C. T. Millice American Zinc Company of Tenn. Mascot, Tenn.

Dear Bo:

I shall appreciate it if you will get together an up to date photograph of each of our plants. It may be that a late photograph has not been made of the quarry. If not, please have a new one made, and also have one made of the Jarnagin property.

After you have gotten these together, please advise.

Very truly yours,

Vice President

HIY: MR

AMERICAN	ZINC,	LEAD	& SMELTIN	G Co.

E. ST. LOUIS, ILL.

COPY	FOR.				

Post St. Louis, 111. Pebruary 12, 1950

Mr. C. T. Milico, General Parch. Agent American Zinc, Load and Smelting Company Mascot, Town.

Dear Mr. Millico:

I shall appreciate it if you will kindly prepare for me list showing firms from whom we make our major purchases of supplies at our various plants.

This list will include Joplin, Hillsboro, Mast St. Louis, Columbus, and Mascot. It should show

First - The name of the first

Second - The firms' addresses

Taird - The material purchased.

Your prompt attention to this will oblice Yours very truly,

Vice President

HIT: HE FOREST



COPY FOR

East St. Louis, Ill. February 13, 1930

Mr. C. T. Millice American Zinc Co of Tenn Mascot, Tenn.

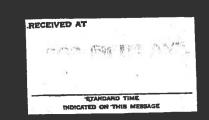
Dear Millice:

Canadian Mining Journal. I shall appreciate it if you will kindly have this journal addressed to Mr. Newman so that he may keep in touch with developments in that locality, and he in turn will pass the information on to Mr. Hayes and me if anything of interest develops.

Very truly yours,

Vice President

HIY:MR Enc.



# Postal Telegraph



This is a full rate Telegram or Cablegram unless otherwise indicated by signal in the check or in the address.

BLUI	E DAY LETTER
NL	NIGHT LETTER
NITE	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
WL	WEEK END CABLE LETTER

Form

NA203 2/14 MASCOT TENN YOUNG NYC
EQUIPMENT BELONGS TO US STOP THINK SALE NEIHART EQUIPMENT ON
TERMS MENTIONED GOOD BUSINESS

C T MILLICE.

453P

East St. Louis, Ill. February 15, 1930

Mr. C. T. Millice, General Purch. Agent American Zinc, Lead and Smelting Company Mascot, Tennessee

Dear Mr. Millice:

I have been waiting with quite a bit of interest the results of your investigation regarding the amalgmation of stationery purchases for the various plants. Mr. Young asked me to acknowledge your letter of the 11th, but instead of doing so in the routine way, thought I'ld write you a note myself.

It's a pretty picture to think of having all the stationery bought through one agency, and it does seem that a saving ought to be made therefrom, but there are certain conditions existing in each plant that seem to set aside the resultant benefits.

In the first place, nine-tenths of our orders to St. Louis firms are rush orders. Now the simple answer to that is anticipation of our needs. That would not be hard to do if someone were in charge of the stationery department just like we have someone in charge at the warehouse counter. I have made numerous suggestions along that line to both Mr. Young and Mr. Stanton. But you are quite familiar with the fact that filing and stationery problems are of very small importance to the other momentums problems of the company. Possibly if it were not in my line, I wouldn't be interested either. Ike can tell you how slip

CTM-3 2-15-30

I am

Very truly yours.

MR

P. S. After making up the mechanical rubber purchases statement and averaging the whole thing up and duplicating it. I found that Mr. Pressmar's figures and Mr. Spencer's figures were about \$135.00 apart. Soon as Mr. Young gets out of town again and I get a breathing spell, I'll do it all over and send you a copy.

MASCOT - TENN. FEB. 15, 1930.

Mr. Milford Riggs, American Zinc Co. of Ill., Rast St. Louis, Illinois.

Dear Mr. Riggs:

I have received Mr. Young's letter dated February 12th requesting me to get together up-to-date photographs of each of the plants.

Wish you would advise me more fully if you can just what kind of photographs Mr. Young has in mind and what use he expects to make of them. I am of the opinion that he wants panoramic photographs where this type of picture is required in order to take in considerable territory and show some detail. It will probably not be necessary to make panoramic photographs of such plants as the Jarnagin and the Missouri mills, but it will require panoramics to show the Mascot layout, and probably the Hillsboro, Columbus and East St. Louis plants.

Do you know whether recent pictures have been made of the East St. Louis plant that would be suitable for Mr. Young's requirements; if not I would appreciate it if you will arrange with the proper parties to take pictures of the East St. Louis plant that will fill his needs. Also please find out from Mr. Pressmar if there is anyone at Hillsboro equipped to make two or three pancramic views of the Hillsboro plant, and if not I presume it will be necessary to send a photographer from East St. Louis to Hillsboro to make these pictures. Possibly one panoramic view would be sufficient for the Hillsboro plant, and it may be that one view of

Mr. Riggs, Page #2, 2/15/30.

East St. Louis will be sufficient.

Without knowing what use he expects to make of the pictures it is rather difficult to decide what pictures we should have made up. Would thank you for your early advice on this matter.

With kind regards,

Yours very truly,

CTM:S

# AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,
GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

February 17, 1930.

Mr. Milford Riggs, American Zinc Company of Illinois, P. O. Box 495, East St. Louis, Illinois.

Dear Mr. Riggs:

I wish to acknowledge, with thanks, your letter of the 15th. with regard to the matter of stationery purchases for the various plants.

I don't know whether I made myself entirely plain in a letter to Mr. Young on this matter, but it does not seem to me advisable to attempt to make a contract covering our printing and stationery business. As outlined in that letter, we would have no control whatever over the prices that would be made by the printer on our business, and in case he should agree to give us 20% discount he can easily raise his price so that after taking off this discount we would still be paying as much as we would pay other printers. In view of the varied quotations we have received from the various printing concerns it appears that one concern is cheaper on one kind of printing than they are on others, and in the long-run, I doubt if anything would be gained. I am rather questioning whether a printing concern would be willing to enter into a contract to allow a discount of 20% on our business in view of the fact that it is practically all special. Even if they did make an agreement of this kind. I am sure that they would not price their orders Mr. Riggs, Page#2, 2/17/30.

so as to lose any money, and as we would have no control or check on these prices I seriously question whether we would make any saving.

I can well understand the way your stationery orders are handled at the present time, and I expect that this condition exists to a greater or less extent at all of our plant offices. We have finally reached a point at Mascot where we can control it to some extent, but we still have the rush orders to contend with from time to time.

I believe your rush order business is probably costing you some money, and if you can work out a system where-by some one person can look after your stationery business so that you can put out inquiries in advance of your needs you would be able to save some money over prices you are now paying.

With kind regards, I am,

Very truly yours,

CTM: BN

AMERICAN ZINC, LEAD & SMELTING CO.
E. ST. LOUIS, ILL.

East St. Louis, Ill. March 5, 1930

Mr. C. T. Millice American Zinc Co of Wisconsin Mascot, Tennessee

Dear Bo:

I wish to thank you for yours of the 24th reporting on the liquidation of Wisconsin Zinc Company for the last four months of 1929 and nine months ending December 31st.

Very truly yours,

Vice President

HIY: KR

For

Mascot, Tennessee March 18, 1930

Mr. C. T. Millice, General Purchasing Agent American Zinc, Lead and Smelting Company Mascot, Tonnessee

My dear Mr. Millice:

Referring to our discussion regarding the quotations you have received from several steel companies on a carload of steel plates for our Mascot operation, the bids received indicate that sees of the companies are lower than the Granite City Steel, but in view of the fact that our business relations with that company are most pleasant. I shall appreciate your placing the order with their st. Louis office.

when we are next in the wirket for sheets, unless otherwise advised, give the order to the Granite City Steel Company. In fact, I should like to give to them all our steel business on products they can furnish from Granite City.

Yery traly yours.

HIY: MR

Mr. Hargate

Vice President

Meihart, Montana. March 29, 1930.

Mr. C. T. Millice, Mascot, Tennessee.

Dear Mr. Millice:

deal he and I talked over when he was in Great Falls. Regard to purchasing the property here I understand my party is back in Falls again I am writing him today to get him out here as soon as possible to look things over. I would go in to see him but can't drive in yet, and it takes me three days by train and I can't spart the time just now. But will write you again as soon as I can get him lined up.

I suppose Mr. Ricker informed you we have moved out of one of the cottages but occupy the other one.

I am shipping a car of ore each week now the reports will be coming in there soon, have fair shipping ore, havent any high grade out yet. Shipped a small car to Timber Butt but did not get any thing for it. The assay I had run, 26% lead, 27% Zinc but the smelter returns dont show that have included in this last car five or six tons of the same ore to East Helens to know what their returns will be.

Yours truly.

Signed - C. H. Clemens

## AMERICAN ZINC COMPANY OF TENNESSEE

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT, TENN. MARCH 31, 1930.

Mr. H. I. Young, Vice-President, American Zinc Co. of Illinois, East St. Louis, Illinois.

#### Dear Howard:

Referring to the letter from Mr. H. B. Morrow, Director of the Mining School, at Platteville, regarding lease on the Champion property, which was referred to me from your office last week, I can see no objection to granting a lease on this property to Mr. Morrow and his associates. If the work is to be done under the direction of Mr. Morrow, or if Charlie Stoops has anything to say about it I do not believe there will be any trouble about the work being conducted in a satisfactory manner.

So far as terms are concerned what would you think of offering them some concession in the matter of royalty - say 7-1/2% royalty when the Joplin average price of frime Western ore is \$35.00 per ton, the usual 10% to apply when the price is above \$35.00.

I do not believe there is much chance of their discovering a commercial ore body on the Champion land, but on the other hand both Morrow and Stoops are familiar with the fact that we thoroughly prospected this agreage and if they want to spend their money I can see no objection to granting them a lease.

Anything we can do to revive interest in the mining industry in that section would be to our advantage and it might be were greater advantage to offer them more inducement than the 7-1/2%

Mr. Young, Page #2, 3/31/30

royalty, for as matter of fact there is not much chance for a mine to make money in Wisconsin on \$35.00 ore market.

Would like to have your ideas on this matter before replying to Mr. Morrow's letter.

Very truly yours,

CTM: S

A MERICAN ZINC, LEAD & SMELTING CO.

E. ST. LOUIS, ILL.

East St. Louis, Ill. April 2, 1930

Mr. C. T. Millice, General Purchasing Agent American Line, Lead and Smelting Company Mascot, Tennessee

Doar Mr. Millice:

Mr. Geo. M. Kaiser, Vice President and Manager of the Tropical Products Company is a stockholder in our company. His plant manufactures paints, and I have requested that he send to you descriptive literature of the various types of paint that they make.

for stock of paints here at East St. Louis is sufficient to last until the end of 1951, but it has occurred to me that you might be in the market for house paint senetime during the year and would appreciate your giving Mr. Kaises's company an opportunity to bid on your next order.

Your attention to this will oblige Yours vory truly,

Vice President

OG-GAR OG-GAR GIT : XR AMERICAN ZINC CO. OF TENN. MASCOT, TENN.

#### COPY

April 2nd, 1930.

Mr. Lon Rutledge, Klondyke, Arizona.

My dear Rutledge:

Very glad to hear from you and about my friends, and am sorry your leasing pattnership is not working out to your satisfaction. I am sorry, but I can't help you in securing the lease. Suggest you write to the American Zinc Company, Mascot, Tenn. If I were out there, I would enjoy being in a lease with you boys, but it is too far away and I wouldn't feel justified in asking for a lease, situated as I am. I haven't forgotten how you and Arch pulled me out of the hole in hauling, and hope we meet again. Let me know how you come out.

With best wishes for yourself and the boys.

Sincerely,

(Sgd) C. E. MINOR.

CEM-W

Mr. Millice:

Above for your information.

Regards.

(sgd) C. E. MINOR.

COPY

E. ST. LOUIS, ILL.

COPY FOR

East St. Louis, Ill. April 5, 1930

Mr. C. T. Millice American Zine Co of Tenn Mascot, Tenn.

Doar Mr. Millice:

I have yours of the 31st and had already written Mr. Morrow. I am mailing you herewith his letter of the second which is in reply to mine, a copy of which you have.

I shall appreciate your arranging to send Mr. Morrow the data he requests immediately and keep me fully advised of developments.

I fully agree with you that we can well afford to take a royalty of 7% on concentrates produced when the price is \$35.00 per ton or less and 10% when above \$35.00.

Very truly yours,

Vice President

HIY: MR

AMERICAN ZINC CO. OF TENN.
MASCOT, TENN.

#### COPY

Klondyke, Ariz. April 5, 1930.

Mr. C. E. Minor, Ducktown, Tenn.

Dear Mr. Minor:

There is a bunch of us in with H. Hendrickson at the Grand Reef with a lease. The bunch consists of Hendrickson. Feldsrud, W. J. Smith, Arch Straight, my brother and myself, and our lease will expire the first of July next and we have not made anything and wont as long as the lease last. Hendrickson is the big man and he has kept things so it would hardly break even trying to freeze us all out, and we think he will re-lease and leave us out or have some one else to get the lease, so I told the boys I would write you and see if you could help us out in any way. Thought may be if you have a pull with the American Zinc people you might get the lease and let us in with you. We know that it will pay with the right kind of management. We have a small ball mill, one table and float machine, everything works good, then we get pay for silica, and we are hauling it to cork for six dollars per ton. So we can ship everything from 20 per cent up without milling, and there is plenty of ore in sight, so if you can figure out anything for yourself and us we sure will be glad. We don't think we would have any chance with the American Zinc people if Hendrickson wants the lease again. I wish you could come, look things over, then we could talk it over better than I can tell it on paper.

Very truly yours, (Sgd) LON RUTLEDGE?

# American Zinc Company of Tennessee

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT, TENN.. APRIL 8, 1930.

Mr. H. I. Young, Vice-Pres., American Zinc Co. of Ill., East St. Louis, Illinois.

Dear Sir:

I have your letter of April 2nd with regard to consideration of paints made by Tropical Products Company, Mr. Geo.

M. Kaiser Vice-President and General Manager, and as soon as we have received descriptive literature explaining the paints which they manufacture will be glad to secure prices from him on our requirements.

We will be purchasing small quantities of Mascot Gray from time to time and can turn some of this business to Mr. Kaiser's company if his prices are in line, as I have no doubt that he can manufacture this paint if we furnish him with sample of same.

Recently we have been placing our Mascot Gray orders with Phelan Faust Company in St. Louis, which company we understand is a good oxide customer of ours. Is it your idea to favor Mr. Kaiser with some of this business on an equal price with Phelan Faust.

Very truly dure,

CTM: S

AMERICAN ZINC CO. OF TENN.
MASCOT, TENN.

COPY

APRIL 8, 1930.

Mr. C. H. Clemens, Neihart. Montana.

Dear Mr. Clemens:

Was very glad to get your latter of March 29th referring to your recent negotiations with Mr. Hayes with regard to purchase of the Neihart claims. Note that the party with whom you are dealing has recently returned to Great Falls and trust you will be able to work out a satisfactory proposition with him and that we will have further advice from you on this matter at an early date. I hope you will be able to decide upon this matter without much delay as we have some other propositions to consider on the houses and cannot very well hold up on any of these propositions in case we have an opportunity to make a sale.

of your recent car shipments and are glad to note that you have been able to get out a car about every week. From the reports received the grade is not sufficiently high to make you very much money, and I hope before long you will be able to get out some high grade ore. It is too bad that ore prices just now are so low, but perhaps before summer is over you will be getting advantage of higher base prices.

Your letter indicates that your assays on the car going to Timber Butte did not check out with the concentrator samples. Unless the ore you are getting out contains a very high percentage of

AMERICAN ZINC CO. OF TENN.
Mr MASCENTIN.
Page #2.

#X 4/8/30.

# COPY

zinc I do not believe there is much chance of your making as much money by shipping to Timber Butte as you would shipping to A. S. & R.

Will be glad to hear from you again next month advising how your mining work is coming along.

Very truly yours.

C T Millice/S CC: DIH.

J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME

AT 26 NM=TDKV MASCOTT TENN APR 10

H I YOUNG, VICE PRES

AMERICAN ZINC CO OF ILL EASTSTLOUIS ILL=

THANKS WIRE EXPECT ARRIVE STLOUIS MONDAY MORNING KINDLY RESERVE ROOM FOR ME STOP MILDRED UNABLE MAKE TRIP THIS TIME ACCOUNT INABILITY MAKE SATISFACTORY ARRANGEMENTS AT HOME=

C T MILLICE. 830A APR 11.

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

SENT THIS DAY BY

# AMERICAN ZINC COMPANY OF ILLINOIS P. O. BOX 390. EAST ST. LOUIS ILLINOIS

EASTSTLOUIS ILL APR 9 1930

C T MILLICE AMERICAN ZING CO OF TEHN MASCOT TENN

SUGGEST YOU ARRANGE ATTEND ZINC INSTITUTE MEETING AND IF POSSIBLE SYRTLE WOULD LIKE FOR YOU BRING MILDRED ALONG VISIT WITH HER MAY WANT YOU GO FROM HERE TO WISCONSIN FOR SEVERAL DAYS

H I YOUNG

DATE	то wном	ADDRESS	SENDER	HOW SENT		NO. W
				467	7.9	
		111ce Mago	ot HIY	DL	32	

FORM E 111

# CONFIRMATION TELEGRAM

SENT THIS DAY BY

# AMERICAN ZINC COMPANY OF ILLINOIS

P. O. BOX 390, EAST ST. LOUIS ILLINOIS

EASTSTLOUIS ILL APR 12 1930

C T MILLICE AMERICAN ZINC CO OF TENN MASCOT TENN

JUST HAD TELEPHONE CONVERSATION WITH WISCONCIN PARTY AND WILL NOT BE NECESSARY FOR YOU TO GO THERE NEXT WEEK

## H I YOUNG

DATE	то wном			ADDRESS	SENDER					
4-1	12-30	CT	MIL ICH	e teadoom		HOW SENT	NO. WORD			
9			1.4 * TI 1.5 * C. ?	e Mascot	HIY: ME	DL	19			

AMERICAN ZINC Co. of TENN. MASCOT, TENN.

## COPY

FOR.

April 18, 1930. Copperhill. Tenn.

Mr. C. T. Millice, American Zinc Company, Mascot, Tennessee.

Dear Mr. Millice:

Replying to yours of the 10th relative to Aravaipa lease.

My picture of the matter is that Rutledge and his friends are doing the work and Hendrickson is the big boss. I am not surprised that they are fearful of being squeezed out. However, Hendrickson is probably the only miner, mill man, and promotor in the group, and until I had definite information that one of the others could finance and handle such a lease, I would continue to deal through him.

Rutledge and several of his friends there, that I recall, are honest and hard workers but are not experienced in mine leasing.

With kindest regards,

Very truly yours.

(Sgd) C. E. MINOR.

C O P Y.



# AMERICAN ZINC COMPANY OF ILLINOIS

#### SLAB ZINC-SULPHURIC ACID-ZINC OXIDE

PLANTS-HILLSBORO, ILL., EAST ST. LOUIS, ILL.

EAST ST. LOUIS, ILL.,

(P.O. BOX 495)

AT East St. Louis, Ill. April 21, 1930

Mr. H. I. Young, Vice President American Zinc, Lead and Smelting Company East St. Louis, Illinois

Dear Mr. Young:

I have asked the Southern Manganese Steel Company at St. Louis to quote us prices on Fahralloy steel cylinders in the various sizes you gave me a few days ago, and the following is a list of estimated weights, thicknesses of section, and pattern cost on the various dimensions:

LENGTH	INSIDE DIAMETER	ESTIMATED WEIGHT	THICKNESS OF SECTION	PATTERN COST
81 81 81 81	8" 12" 15" 18" 24"	583 856 1425 1707 2840	,	\$60.00 \$70.00 \$85.00 \$105.00

The six foot length in the same diameter would, of course, have an estimated weight of 3/4 of the 8 foot length. The pattern cost on the six foot length would be somewhat less than the cost on the 8 foot length, but this would not be decreased in proportion to the decrease in size. They figure the pattern cost on the 6k8" diameter pattern would be \$50.00 to \$55.00 and the other sizes in proportion.

On any of these cylinders they estimate a cost of 35¢ per lb. f.o.b. plant St. Louis. This may vary 2 or 3¢ each way, depending upon the size of the cylinder. The sizes made of heavy

HIY-2 4-21-30

section being somewhat cheaper and those with thinner sections a little higher.

They advise they have patterns on hand which enable them to make a cylinder four feet long, eight inches inside diameter, with section 3/4 of an inch thick and they also have a pattern having a section 5'1" long, 13" inside diameter, with section 1/2" thick. They can make delivery of a section made from either of these patterns within a week or ten days. On the 6' and 8' sections where patterns are required, they could make delivery in three to four weeks.

In order to take care of the temperature requirement of 10000 C. they are figuring on using a high chrome, low nickel alloy which they believe will give more strength and better resistance to corrosion; alloy containing a fairly high amount of nickel, and for experimental purposes they suggest we try out the high chrome low nickel alloy. They state, however, that this will be more or less of an experiment and it may be necessary to change the analysis of the alloy after we have had a chance to try it out. They indicate a desire to work very closely with us in developing an alloy that will be entirely satisfactory for the purpose and suggest that if possible the experiments be conducted on the small size short cylinder if this is feasible in order to reduce the so-called experimental cost.

In case you have occasion to get in touch with the Southern Manganese Steel Company on this matter, suggest you communicate with Mr. Williams, their General Manager, or with Mr. Logan,

HIY-3 4-21-30

who is a travelling representative of the company, but who spends considerable time in their St. Louis office.

Yours very truly,

ENERAL PURCHASING AGENT

CTM:MR

# AMERICAN ZINC COMPANY OF TENNESSEE

ADDRESS ALL COMMUNICATIONS

MASCOT, TENN.. APRIL 24, 1930.

Mr. H. I. Young, Vice-Pres., American Zinc, Lead & Smelting Co., East St. Louis, Illinois.

Dear Howard:

I am enclosing, herewith, come correspondence having reference to lease on the Aravaipa claims which you may be interested in reading. I do not believe under the circumstances it would be good business for us to make a new lease with any crowd that would leave Henderson out and unless there is some further developments it would be my suggestion that we renew our lease with Hendrickson and Smith on July 1st of this year if he requests that the lease be extended.

I am advised by the Boston office that we have to date received royalty amounting to \$1,984.46 under this lease. In addition to this Mr. Hendrickson has done the necessary assessment work on the four claims we are holding and has filed Affidavit covering this work, without any expense to us.

Very trally yours,

CTM: S

Encls.

E. ST. LOUIS, ILL.

CORV FOR

East St. Louis, Ill. April 22, 1930

Mr. C. T. Millice American Zinc Company of Tennessee Mascot, Tenn.

Dear Bo:

American Mining Congress Journal expects to give considerable space to the operations of the American Zine, Lead and Smelting Company in one of its issues during the last half of the year. They have asked that I prepare an article - "History of the American Zine, Lead and Smelting Company and its place in American Industry". This article is to cover historical facts in the development of the company, also, to show the flow of products into industrial life; the number of industries dependent upon its products; and the total number of employes benefited thereby.

I shall appreciate it if you will get together all data for this article and have in my hands if possible by not later than June tenth.

Assuring you of my appreciation, I am

Very truly yours,

HIY: MR

Vice President

East St. Louis, Ill. May 2, 1930

Mr. C. T. Millice American Zinc Coppany of Tenn. Masoot, Tenn.

Dear Ho:

The hat which you found at the Andrew Johnson Hotel at Knoxville belongs to Mr. H. M. Coleman.

I shall appreciate it if you will kindly mail some to him parcel post at

868 Fark Avenue New York, N. Y.

Your prompt attention to this will be very much approciated.

Very truly yours,

HIVING REG

East St. Louis, Ill. May 2, 1930

Mr. C. T. Millice American Zinc Co of Tenn. Mascot, Tenn.

Dear Bo:

Please have a ten-pound sample of regular Mascot dried limestone shipped by express pre-paid to W. J. O'Brien, care The Chem. & Pigment Company. St. Helena, Baltimore, Md.

Your prompt attention to this will oblige Yours very truly,

Vice President

HIY: HR

A	М	E	₹ 1	CA	N	ZINC,	ı	LEAD	8c	SM	EL	ΤI	NG	C	0.
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E. ST. LOUIS, ILL.

COPY FOR

East St. Louis, Ill. May 3, 1930

Mr. C. T. Millice American Zinc Co of Tenn Mascot, Tenn.

Dear Bo:

Are the second hand motors still available for Janney flotation unit, or will it be necessary to buy new motor.

Very truly yours,

HIY: MR

E. ST. LOUIS, ILL.

COPY FOR

East St. Louis, Ill. May 3, 1980

Mr. C. T. Willice American Zinc Company of Tenn. Mascot, Tenn.

Dear Bo:

I have yours of the 24th enclosing correspondence regarding lease on Aravaipa claims. Hendrickson is, in my opinion, the only one of the group now interested in this lease that has the ability to operate the mining, milling, and business end of this game, and therefore, I am in favor of renewing their lease on July first, provided, he would like to have same renewed.

The letter of Rutledge is typical of the average prospector, and I do not give same much weight.

Very truly yours,

Vice President

HIN: MR

# AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,
GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

MAY 5, 1930.

Mr. H. I. Young, Vice-Pres., American Zinc, Lead & Smelting Co., East St. Louis, Illinois.

Dear Howard:

I just learned Saturday that the telegram I sent to you at Columbus with regard to the hat and overcoat was never delivered, and inasmuch as I did not mention in my telegram, the next day to you at St. Louis, that the hat was located at the hotel I was surprised to get your letter this morning indicating that my advice had reached you. Possibly the telegram was delivered later in Columbus and forwarded to you by Mr. Emmons.

I am sending the hat to Mr. Coleman at the address mentioned in your letter of the 2nd.

My telegram to you at Columbus was sent to Mr. Emmons' at his home address and Western Union advises that the telegram was later delivered at the Deshler Hotel with instructions to deliver to Mr. Emmons. They advise the telegram was turned back to them the next day by the manager of the hotel with the advice it could not be delivered.

I was surprised to receive your telegram advising that the coat was still missing, as we were all certain that the black overcoat that was found amongst the baggage the night you left was the coat reported missing by Mr. Coleman. I would be interested to know if the overcoat was finally lacated.

Very truly yours,



East St. Louis, Ill. May 6, 1930

Mr. C. T. Millice American Zine Co. of Tenn. Mascot, Tenn.

Dear Bo:

of the 28th enclosing copy of agreement between

A. W. Reid and D. I. Hayes covering various tracts
of land located in Macon County, North Carolina,
which Mr. Hayes expects to prospect for our account.

Very truly yours,

Vice President

HIY: MR

# AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,
GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

MAY 6, 1930.

Mr. H. I. Young, Vice-Pres., American Zinc, Lead & Smelting Co., East St. Louis, Illinois.

Dear Howard:

The Goodyear Tire & Rubber Company have recently taken some photographs of belt installations, etc., at Mascot for use in their advertising campaign and in connection with this have asked us to write them a letter indicating that we are a user of Goodyear Mechanical Rubber Goods, etc., - something in the nature of a testimonial letter and would like to use our name in reproducing the letter if we have no objections.

Will you kindly advise your wishes in this respect.

It occurred to me you may have some policy with respect to the use of the Company name in the matter of advertising.

Very traly yours,

JAN. PURCHASING AGENT.

CTMSS

AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,
GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

MAY 7, 1930.

Mr. H. I. Young, Vice-Pres., American Zinc Co. of Illinois, East St. Louis, Illinois.

Dear Howard:

Answering your inquiry of the 3rd with regard to second-hand Janney motors would say that we found these motors were still available and Mr. Strachan has put thru requisition for eleven of them and they were ordered sometime ago. Price on this equipment was \$85.00 per motor f.o.b. Oakley, Idaho which includes agitator shafts and agitators together with oil switches. We would expect to receive this equipment here within the next two weeks, possibly sooner.

Very truly yours,

GEN. PURCHASING AGENT.

CTM:S

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COPY FOR

East St. Louis, Ill. May 8, 1930

Mr. C. T. Millice American Zinc Co of Tenn Mascot, Tenn.

Dear Bo:

Referring to yours of the fifth regarding missing articles, beg to advise that the overcoat was finally located, and now everything has been checked up.

Thanking you for your attention to this, and with kindest regards, I am

Very truly yours,

Vice President

HIY: MR

E. ST. LOUIS, ILL.

CORY FOR

East St. Louis, Ill. May 8, 1930

Mr. C. T. Millice American Zine Co of Tenn. Mascot, Tenn.

Dear Bo:

I have yours of the sixth regarding photographs of belt installations for the Goodyear Rubber Company. We have no objections whatever to taking any photographs they wish, accompanying same with service records showing performance of the particular belt. But I do not believe it would be good policy for us to give them a testimonial letter for publication. If they wish to carry a testimonial letter in their sales folio, that will be entirely satisfactory.

Very truly yours,

Vice President

HIY: ER

East St. Louis, Ill. May 12, 1930

Mr. C. T. Millice, General Purch. Agent American Zinc, Lead and Smelting Company Mascot. Tenn.

Dear Bo:

Tige Remons advises me that the Pieneer Rubber Company, whose plant you will recall is located on the Pacific Coast, have had pressure brought to bear from the Anaconda Copper Company on account of reciprocity, making it necessary to give part of their oxide business to Anaconda. The General Purchasing Agent of Pieneer is a relative of Wes Johnson and I knew him quite well in Carthage. He leans toward our company, and if we can give them a little rubber business, I am sure we can hold their oxide.

new sand plant located in Elizabethton and I am today writing him as per enclosed copy. I wish you would see if you cannot obtain specifications for at least one belt this week and mail to Thornton Emmons, then the others can follow later on after our plant details have been completed. If you cannot do this see if you cannot give an order for Mascot for some conveyor or elevator belt which can be carried in stock until same is needed.

I assure you your co-operation will be very much appreciated Very truly yours,

HIY: MR

ac-TE

Vice President

AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,
GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

MAY 13, 1930.

Mr. H. I. Young, Vice-Pres., American Zinc Co. of Ill., East St. Louis, Illinois.

Dear Howard:

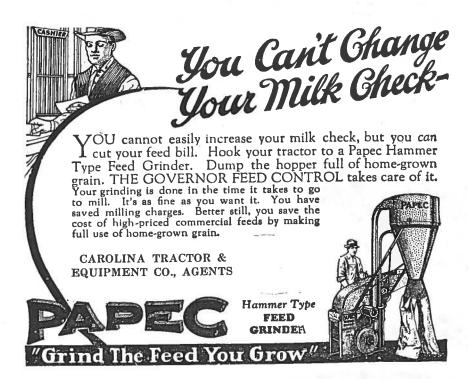
Enclosed herewith is sheet from North Carolina Guernsey News showing picture of Klondike Gaylore, a bull calf purchased by Mr. McElveen at the Winston-Salem sale last week. From all the information that can be secured this is the best bull calf. by far. that has been offered in public sale for a long time. The breeding is top-notch in every respect on both sides and while Mr. McElveen paid \$575.00 for this calf. the fact that he was offered \$700.00 in fifteen minutes after sale was made indicates that he bought him at a cheap price. The calf is about ten months old and is as pretty an animal as I ever saw. The Southern representative of the Guernsey Association has stated to us that he did not believe there was a better calf in the Eastern States and that he should develop into a wonderful herd sire.

McElveen is planning on going over into Virginia the last of the month to attend a dispersal sale and hopes at that time to purchase two or three high grade young cows. If he is successful we will have a small but first class start on a good Guernsey herd. The total expenditure is going to exceed the \$1,000.00 appropriation, but I feel that it is fully justified in view of the excellent purchase Hu made in the bull calf. I feel sure that within a year we could sell this calf for \$1000. should we desire to offer him for sale.

Very truly sours,

CTM: S

HSM-0075





#### The Perfect "Hired Man" for the DAIRY FARMER

The "Caterpillar" tracktype tractor fits into the Dairyman's year - around work like the "perfect" farm hand that every Dairy Farmer has hoped

#### Dependable!

When work is pressing, there's comfort in the knowledge that you can always rely on your "Caterpillar." It's scientifically designed and painstakingly built to stand up under years of hard service.

"Caterpillars" on the Dairy Farm are modern production units like the milking machine, separator and manure spreader. Modernize your farm with "Catterrillar" power. Put this husky worker on your "payroll"-to save money and make money for you!

#### Saves Time, Money!

Less time in fields. leaves more time for the dairy herd. "Caterpillar" shortens your long, hard days-ONE MAN and a "Caterpillar" handle the jobs in fields with bigger tools and loads-no EX-TRA help is neededhours are shortened for essential milking chores.

# Carolina Tractor & Equipment Co.



Seventeenth and Lee Streets

Box 105

Salisbury, N. C.

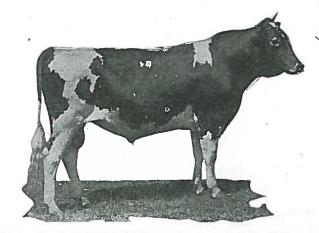
## **OUR BULL OFFERING**

## TO THE NORTH CAROLINA STATE SALE AT WINSTON-SALEM, N. C., MAY 9

Every year we send to the State Sale the best available son of Foremost's Gay Lad. This year we have outdone any previous effort in consigning what we consider, from a standpoint of production as well as type, an outstanding prospect for any herd.

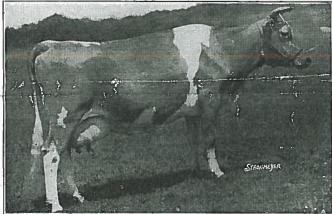
#### His Name is KLONDIKE GAYLORE 166698

Born July 14th, 1929—Average Production 3 Nearest Dams 12.540 lbs. milk, 715 lbs. fat.



## HIS SIRE FOREMOST'S GAY LAD 117256

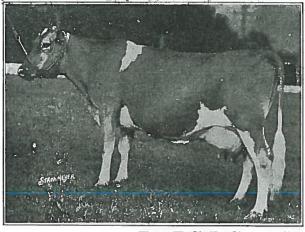
Is the bull we are using on which to build the Klondike Herd. His sire is Langwater Foremost and his dam, Rockingham Maid—15,433 lbs. Milk, 820 lbs. Fat Class D—The highest record daughter of Langwater Holliston. At present there are fourteen daughters of "Gay Lad" in the herd all of which will be tested.



# HIS DAM LADY OF THE SWAMP 121658

7,992 lbs. Milk, 482 lbs. Fat, Class AAA 11,888 lbs. Milk, 717 lbs. Fat, Class A

On retest with promise of increasing her present record. She has one A. R. Daughter with another about to finish and will soon be a great producing dam. She is a beautiful cow with a splendid udder and worthy to be the dam of a Herd Bull.



# HIS DAM'S DAM FRANCE'S VERBENA OF B. S. F. 2d. 96888

10,191 lbs. Milk, 571 lbs. Fat, Class A 10,298 lbs. Milk, 606 lbs. Fat, Class A

One of our foundation cows now milking over 1200 pounds and producing over 60 pounds of fat monthly at over twelve years old. She has two A. R. sisters and her dam, a daughter of France's Jewell's Champion, has an A. R. Record of 11,375 lbs. Milk, 550 lbs. Fat, Class A.

For Full Pedigree See Lot No. 22 in Catalogue.

## KLONDIKE FARM

Thurmond Chatham, Owner

Elkin, N. C.

Ruohs Pyron, Manager

AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILYER DYKE MINING COMPANY

C. T. MILLICE,
GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

MAY 14, 1930.

Mr. H. I. Young, Vice-President, American Zinc Co. of Illinois, East St. Louis, Illinois.

Dear Howard:

I am in receipt of your letter of the 12th with regard to the Pioneer Rubber Company account and in accordance with your request I am sending Tige Emmons an order today for 64° of 30° conveyor belt, as per copy of my letter enclosed. I am under the impression that you refer to the Pioneer Rubber Mills as my records show that the Pioneer Rubber Company is a manufacturer of rubber advertising specialties, located in Ohio. There is a Pioneer Rubber Mills located in San Francisco, who are manufacturers of belting, hose, etc.

Bob Campbell advises that specifications of sand plant belts will not be ready for a couple of weeks. He states that he will send me a list of the belts when it is ready and I expect to have sufficient information in hand by that time to be able to place this order thru Mr. Emmons. I certainly hope that this small amount of business will enable you to hold this oxide account. Doubtless I can send them another order for the Mascot plant a little later on if you think it is needed.

Very truly yours,

GEN. PURCHASING AGANT.

CTM:S

AMERICAN ZINC CO. OF TENN.
MASCOT, TENN.

#### COPY

FOR	 

MAY 14, 1930.

Mr. Thornton Emmons, Asst. Sales Mgr., American Zinc Sales Company, P. O. Box 1428, Columbus, Ohio.

Dear Mr. Emmons:

I have received today Mr. Young's letter of May 12th, copy of which I note was sent to you, with regard to placing some business with the Pioneer Rubber Company and in accordance with his request I am enclosing herewith an order for 64' of 30" conveyor belt which you can handle as you see best.

Mr. Young mentions Pioneer Rubber Company with plant located on the pacific coast. My records show the Pioneer Rubber Company to be located in Ohio, but there is a Pioneer Rubber Mills in San Francisco, and I assume this latter company is the one to which he refers.

You will note I have not filled in the name of the company on the order and will be glad if you will have this order addressed to the proper place and company, advising me the correct name of the rubber company.

We have no catalogs or any information regarding the Pioneer Rubber Mills' belts and therefore are not able to specify their brand on this order. The specifications with respect to width, ply and cover will undoubtedly be sufficient for them to fill the order, but please instruct them to furnish on this order a belt that corresponds with the Goodyear Style "B" Conveyor Belt. This is Goodyear's best grade and we require a belt of that kind for this in-

FORM 141				
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AMERIC	CRESE	INO CO.	OF	TENN
	5 MAG	CO. TEI	NN.	

#### COPY

FOR

stallation which gets very heavy service.

Kindly ask the Pioneer Company to send us copies of their catalogs giving description and specifications of their various mechanical rubber goods, especially belting so that we will be in position to order intelligently.

Also ask them to furnish us with list of prices and discounts on different kinds of belting.

The specifications on the belts for the sand plant at Elizabethton, Tennessee referred to in Mr. Young's letter will not be ready for a couple of weeks. At that time I will receive a copy of them and if I have the Pioneer catalogs will be able to make up an order of their requirements which I will send on to you.

Very truly yours,

GEN. PURCHASING AGENT.

CTM: S Encls.

#### AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,

GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

MAY 14. 1930.

Mr. H. I. Young, Vice-President, American Zinc Co. of Illinois, East St. Louis, Illinois.

#### Dear Howard:

I had a note on my desk today to write you about the general subject of reciprocity when I received your letter of the 12th about I realize it is not necessary to bring your attenthe Pioneer account. tion to the extent to which reciprocity is being considered by nearly every company of any size today. This is a proposition that is being worked for all it is worth by companies in all lines of business and I see additional evidence of it practically every day. By judicious use I have no doubt we will be able to hold or secure a great deal of business that otherwise would go elsewhere, and I believe close attention and close cooperation with the Sales Department should be had at all plants so as to take advantage of every opportunity to tie up accounts. The Gilman Paint Company at Chattanooga is an Anstance showing the trend of this reciprocity business as they immediately fell in with the idea that some of our paint business could be secured by the use of some of our finished products and I believe we will be able to secure at least a portion of their requirements.

In this connection I have been wondering if it would be any advantage to me if I could secure copies of all orders for materials or supplies that are placed in the East St. Louis office. This would familiarize me with the concerns with whom you are doing business there and give me some idea as to the amount of business being placed, and as a matter of general information might be of considerable value. I would

Mr. Young, Page #2, 5/14/30.

not want to upset the general routine of handling the orders, but perhaps a thin carbon sheet could be made up in addition to the copies now being made which would suffice for my purpose. If you think there is anything in this of any value would be glad if you will issue necessary instructions to Mr. Griffith. Please use your own judgment in this matter however as you are in much better position to decide whether this information would be of any value to me.

Very truly your

GEN. PURCHASING AGENT.

CTM: S

AMERICAN ZINC, LEAD & SMELTING CO.

E, ST. LOUIS, ILL.

East St. Louis, Ill. May 16, 1930

Mr. C. T. Millice American Zino Co of Tenn. Mascot, Tenn.

Dear Bo:

I wish to thank you for yours of the 13th, enclosing clipping showing the picture of the Guernsey bull Mr. McElveen recently purchased for our farm.

I note what you have to say about the offer he received on this calf shortly after making purchase. It is economy to have a high grade foundation for our Guernsey herd and note Hugh will probably purchase two or three new cows.

Very truly yours,

Vice President

HIY:MR

E. ST. LOUIS. ILL.

CORY FOR

East St. Louis, Ill. Mary 26, 1930

Mr. C. T. Millice American Zinc Co of Tenn. Mascot, Tenn.

Dear Mr. Millico:

I note copy of Mr. Seymour's letter of the 24th regarding compensation insurance on prospecting for Mr. Hayes in North Carolina. The bill for the premium is \$282.80 on compensation and \$33.25 on Public Liability. This makes a total of \$322.05, which seems to me very high, indeed, when one takes into account the minimum amount of work expected to be done as preliminary. Of course, if Mr. Hayes's preliminary work shows up we will then go ahead, but if not, and we expend between \$1,000.00 or \$2,000.00, would we have a refund back from the insurance company.

Chall appreciate your advising me on this.

Very truly yours.

Vice President

HIY: MR

East St. Louis, Ill. May 26, 1930

Mr. C. T. Millice, General Purch. Agent. American Zino, Lead and Smelting Company Mascot, Tenn.

Dear Bo:

I have yours of the 14th regarding reciprocity as refers more particularly to zine exide and slab zine.

I want to keep in very close touch with you and our sales organization on this question, as believe by exchange of information we can probably expand our oxide and metal business.

I am asking this office to mail to you a copy of all orders placed for material so that you may have same for your information.

Very truly yours.

Vice President

H'Y:MR

AMERICAN ZINC CO. OF TENN.

MASCOT, TENN.

COPY

FOR\_\_\_\_\_

MAY 27, 1930.

Mr. Thos. Hackney. c/o Hackney & Welch, 1511 Federal Reserve Bank Building, Kansas City, Missouri.

Dear Mr. Hackney:

Received your letter of May 22nd with a great deal of pleasure and was certainly glad to hear from you again.

I note that on account of the disposal of your old files you do not have any authentic data on hand with regard to early affairs of the American Zinc, Lead & Smelting Company.

From my own meager knowledge of some of the early history I believe that your dates are quite accurate with respect to smelter purchases, etc. I did not have any information at hand with regard to the LaHarpe, Kansas smelter and appreciate your bringing that to my attention.

Your memory is good with respect to the Hillsboro smelter investigation for smelter site was started at about the time we began exploration work at the Mascot property in 1911. Actual construction of the Hillsboro smelter was started in 1912 and the Mascot mill was started in 1913.

am much pleased to report that I received a most interesting letter from Charlie Blair a few days ago covering the early activities of the Zinc Company in the Joplin field. It is typical of Charlie Blair and I wish I could publish the whole thing without rewriting or editing it in any way. He makes his story about early mining in that field just about as interesting as he did about the

Irishman at Davey No. Three Mine that had the seat of his pants burned out by sitting down on a pile of wet carbide. You will probably recall that story and how the Irishman applied to Charlie for compensation benefits account of his "accident".

I have applied to Mr. Coolidge at Boston for some facts regarding the early history of the Company and he has promised to look this information up and sent it along.

from him recently when he came to Mascot with some of the other Directors of the Company and spent a couple of days here looking over the property, and later going to Columbus and East St. Louis plants. Mr. Kimball is taking a more active interest in Zinc Company affairs now and we are all anticipating the pleasure of seeing him here more often. He does not change so far as I can see except that he looks a little older. He is still full of "pep" and I believe it did everybody good here to have him pay us a visit.

With very kindest regards, I remain.

Very sincerely yours,

CTM: S

#### AMERICAN ZINC COMPANY OF TENNESSEE

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT, TENN.. MAY 29, 1930.

Mr. H. I. Young, Vice-Pres., American Zinc Co. of Tenn., Mascot. Tennessee.

#### Dear Howard:

Referring to your letter of the 26th with regard to cost of Public Liability and Compensation Insurance covering the prespecting work of Mr. Hayes in North Carolina would say that the Compensation policy which calls for an estimated premium of \$288.80 carries a minimum premium of \$150.00 and any final adjustment under this policy will be on the basis of this minimum premium. This is the lowest cost policy we could secure covering the nature of the work being done and while it is rather expensive it is absolutely necessary to carry coverage of this kind.

Final adjustment on this policy in case we should discontinue work at the Watauga prospect would not be made until the end of the policy year and within that time there is possibility we will be conducting some prospecting operations in other locations in North Carolina, which work would be covered under this policy. All that would be necessary in that case would be to make application for change of location.

The Public Liability policy is the cheapest policy that could be secured and still give us the coverage that was recommended by Mr. Seymour.

ery truly

CTM: S

## UNITED STATES DEPARTMENT OF COMMERCE

#### BUREAU OF MINES

WASHINGTON.

June 5, 1930.

Mr. C. T. Millice, American Zinc Company of Tennessee, Mascot, Tennessee.

Dear Sir:

I have your favor of June 2, 1930, inquiring about the use of zinc oxide in the manufacture of explosives and referring to our recent bulletin on production of explosives.

I have before me the reports of our analyses of 164 different explosives which have been tested for permissibility and I find that 32 of the explosives reported on were found to contain zinc oxide, the amounts in the different explosives varying from .02 per cent to 1.89 per cent, the average being .72 per cent.

These analyses, as has been said, were of explosives submitted for permissibility tests. In addition to these, large numbers of explosives are made and sold which we have not analyzed. We do not have any information as to the amounts of each of these permissibles that were sold.

The reason you do not find zinc oxide in the bulletin on production of explosives you examined is because it was classed, with calcium carbonate and magnesium carbonate and other substances used in small proportions in dynamite, under the name of ant-acids. You will observe that the total amount of ant-acids reported in the bulletin is relatively quite small. As a guess, I should say that the amount of zinc oxide is perhaps 5 per cent of the total amount of ant-acids reported on in any given year.

Trusting that this information will be of service to you, I am,

Yours very truly.

(Sgd) Charles E. Munroe.

CHIEF EXPLOSIVE CHEMIST.

COPY



East St. Louis, Ill. June 6, 1930

Mr. C. T. Millice American Zinc Company of Tenn. Mascot, Tenn.

Dear Mr. Millice:

I am returning herewith Mr. Hendrickson's letter of the 28th regarding conditions at the Aravaipa mine.

I think we shal go along for some time before we find anyone more capable of developing the Aravaipa than Hendrickson, and I therefore feel that we are fully justified in giving him new lease in accordance with his request.

I shall appreciate your advising him to this effect, and shall also appreciate your having proper lease prepared and mailed to me at your convenience, and I will have same properly executed.

Very truly yours,

Vice President

HIY: Mit

MERICAN ZINC, LEAD AND SMELTING COMPANY

MERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,
GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

JUNE 6, 1930.

Mr. H. I. Young, Vice-President, American Zinc Co. of Illinois, East St. Louis, Illinois.

Dear Howard:

I find that a certain amount of zinc oxide does enter into the manufacture of high explosives, and for your information am enclosing copy of letter just received from the Chief Chemist of the Bureau of Mines, Washington, on this matter.

Using his figure of 5% and basing a consumption on the total of Permissibles and Other High Explosives the consumption in 1928 would amount to from 35 to 40 tons of zinc oxide. There are five powder companies in the United States listed as manufacturers of both Permissibles and High Explosives so that if this consumption of zinc oxide was divided equally amongst these five companies the individual consumption would be quite small. If zinc oxide enters into the manufacture of Permissibles only the consumption would then be very materially reduced under the above figures.

Very truly yours

GEN. PURCHASING AGENT.

CTM:S CC:AWD TE AMERICAN ZINC, LEAD & SMELTING CO.

East St. Louis, Ill. June 9, 1930

Mr. C. T. Millice, General Purchasing Agent American Zinc, Lead and Smelting Company Mascot, Tennessee

Dear Bo:

This will acknowledge with thanks yours of the sixth giving me information regarding consumption of zinc oxide in the manufacture of high explosives.

This indicates that a very small tonnage of oxide finds its way into the manufacture of this product, and as you point out, distribution among the various companies would mean only a small tonnage for each.

Very truly yours,

Vice President

HIY:MR

## American Zinc Company of Tennessee

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT, TENN.. JUNE 10, 1930.

Mr. H. I. Young, Vice-President, American Zinc, Lead & Smelting Co., #1 State Street, BOSTON - MASS.

Dear Mr. Young:

Am still without any further advice from Mr. Coolidge giving me the information I requested regarding early history of the Zinc Company, especially with respect to the date of the Company's organization and its early activities in the West, covering the purchase of the LaHarpe, Kansas smelter, and the smelters at Caney and Dearing. I feel like I ought to have this information before attempting to prepare the article, but I have hesitated to write Mr. Coolidge again on the matter, especially as you told me that Mrs. Coolidge had been sick, and perhaps he has not had any time to give to the matter. If you have an opportunity to speak to him about it while there will appreciate it if you will do so, or if you find that conditions are such that he cannot bother further with the matter it may be that there is somebody else around the Boston office that might furnish me with the dates and a few details.

I had rather hoped that Mr. Coolidge could find the time to give me the information as I have thought he would include some rather interesting details concerning early history and activities that might be interesting.

If you have time would appreciate your dropping me a line from Boston and if it is not going to be possible for me to get any information from up there will go ahead and do the best I can

Mr. Young, Page #2, 6/10/30.

with the information I have at hand.

With best regards, I am,

Very truly yours,

CTM: S

CC:E-St-L-Ill.

East St. Louis, Ill. June 16, 1930

Mr. C. T. Millice American Zinc Co of Tenn. Mascot, Tenn.

Dear Bo:

I have yours of the tenth regarding article for the Mining Congress Journal and wish to suggest that you again drop Mr. Coolidge a note. It may be that he will give this prompt attention, but if you do not hear from him within a reasonable length of time, it will be necessary to prepare your article within the limits of the data you have on hand without the information from him.

Very truly yours.

Vice President

HIY:MR

#### AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,

GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

JUNE 21, 1930.

Mr. H. I. Young, Vice-President, American Zinc Co. of Illinois, East St. Louis, Illinois.

Dear Howard:

I am sending Granite City Steel Company an order for 136 pieces of galvanized roofing for the lime-stone dryer building, and on Mr. Strachan's recommendation have specified 2-oz coating of zinc. This coating will cost about \$25.00 more than standard coating and is probably the best material to buy.

\$13.00 more on this order than quotation from the Wheeling Corrugating Company, but Granite City offers delivery in one week and Wheeling Corrugating Company can give us no definite shipping date, stating that it would be necessary for them to hold up the order until they had accumulated enough 2-oz business to justify a run.

Verty

I trust our action in this matter is entirely

satisfactory.

GEN. PURCHASING AGENT.

CTM: S

AMERICAN ZINC, LEAD AND SMELTING COMPANY

AMERICAN ZINC COMPANY OF TENNESSEE
AMERICAN LIMESTONE COMPANY

AMERICAN ZINC COMPANY OF OKLAHOMA SILVER DYKE MINING COMPANY

C. T. MILLICE,
GENERAL PURCHASING AGENT

MASCOT, TENNESSEE

JUNE 23. 1930.

Mr. H. I. Young, Vice-Pres., American Zinc Co. of Illinois, East St. Louis, Illinois,

Dear Howard:

At the time Mr. Hayes brought his Buick sedan to Tennessee last year he had a \$50.00 deductible collision endorsement on this machine. The cost of this collision insurance is about \$52.00 per year. The Company does not carry collision insurance on any of the other automobiles that are insured thru Mascot and would like to know if it is your desire that the Company continue to pay this premium on Mr. Hayes' car.

It is my understanding that Mr. Hayes was buying this car himself and the Company is paying him mileage on same while being used for Company business and do not see why, therefore, that the Company should carry collision insurance on his machine, especially as we are not doing so on other Company owned automobiles.

Very truly yours

CTM: S

Mascot, Tennessee, June 24, 1930.

Mr. C. T. Millice, OFFICE.

Dear Bo:

Referring to our conversation of yesterday about the proposed sale of sundry irregular tracts on the east side of the Champion Farm. I am somewhat at a loss as to what to say.

to in yesterday's discussion, a part of the low grade ore body found by the Wisconsin Zino Company not far west of the Blackstone Mine would fall within the tracts. Our attitude has rightly been, I think, that this ore body is not commercial, and I think it is quite certain that none of us would recomment further drilling by ourselves on that or any part of the property. At the same time, the locality doubtless would be of interest to a mining company if they were to seriously consider taking on of the Champion Farm for prospecting. Of course it is rather unlikely, I think, that any mining company would consider doing this, but from the standpoint of such a contingency the inclusion of that land, together with the rest of the farm, would undoubtedly, I think, make the general proposition more attractive from the prospecting standpoint.

On the other hand, as of your description, the tract being considered for sale is less desirable than the balance of the farm for farming purposes inasmuch as it is irregular in outline and more or less out up by lots.

## COPY

The tract, I understand, includes about 47 acres and the purchase price envolved something like \$1900.00.

I would say that this is a question of policy if the chance, rather remote, as I see it of a mining company
leasing the property for exploration pusposes is to be considered,
the land should be held. Otherwise it might be well to dispose of
it even at the relatively small price suggested.

Yours very truly.

MARkoman

MHN:BN

#### American Zinc Company of Tennessee

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

MASCOT, TENN., JUNE 25, 1930.

Mr. H. I. Young, President, American Zinc, Lead & Smelting Co., East St. Louis, Illinois.

Dear Howard:

Referring further to the question of selling a small acreage off of the east side of the Champion Farm I have discussed this matter with Mr. Newman and enclose herewith copy of his letter referring to possible mineral value of the land in question. I thought it wise to get Mr. Newman's opinion on the matter as you no doubt would refer the matter to him before making a decision. His opinion is not very definite, however, and it appears to me to be entirely a question of policy whether we wish to sell this small acreage and clean up a rather unsatisfactory situation on that end of the property, or turn down the offer with the hope that we will be able to dispose of the farm as a whole for farming purposes, or to someone who might be interested in its mineral possibilities.

The property under consideration includes two tracts; one of approximately seventeen (17 acres lying north of the road between the Champion and Blackstone Mines on which we made a price of \$50.00 per acre; the other is a tract of about thirty-five (35) acres lying east of the North-South road in New Diggings on which he has agreed to pay \$35.00 per acre. The thirty-five acre tract is the one on which the small ore body was drilled out some years ago.

If we are to consider this tract as valuable on account of its mineral possibilities then I would not recommend its sale for farming purposes. If it is not considered as having any real mineral value then I would recommend for your consideration the proposition he has made of paying us \$35.00 per acre for this thirty-five acre tract. Of course, there is a possibility that he might agree to pay us \$35.00 per acre, we to reserve the mineral rights, and I would like to take the matter up with him on that basis before agreeing to make a fee sale at \$35.00 per acre.

The sale of this small acreage will not reduce our annual taxes more than \$50.00 to \$60.00 per year, and there is the possibility that if he should purchase this acreage he might not wish to continue to rent the Champion farm, or if he did he might ask for a reduction in the rental. Therefore, the loss of rental income would offset the decrease in tax bill. The purchase of this tract would also include the only water there is on that end of the farm which is a well used to supply his stock requirements, and is located on the thirty-five acre tract. We would, therefore, be at a disadvantage in attempting to rent the place to anyone else, especially as there are no farm buildings on the other part of the farm. The only other water on the farm is a deep well located near the Champion mine, and this would require a power pump.

The only advantage I see in making this sale to Mr. Coulthard is to clean up the unsatisfactory situation on that end of the Champion property where a number of "squatters" now have houses, as this situation will undoubtedly have to be cleaned up by us at

Mr. Young, Page #3, 6/25/30.

some later date in case we should have an opportunity to make a sale of the farm as a whole.

The sale, if made, was not to be effective until March of next year when the rental year expires. Prior to that time I will attempt to learn, either by correspondence or personal visit, whether there is any possibility of Coulthard being interested in the surface at \$35.00 per acre, and also what his attitude will be with regard to continuing to rent the Champion and what he will be willing to pay for same.

Meantime would like to have your ideas as to what kind of proposition would be acceptable to you.

Very truly yours

CTM:S Encls.

East St. Louis, Ill. June 28, 1930

Mr. C. T. Millice, Gen. Purch. Agent American Zinc, Lead & Smelting Company Mascot, Tenn.

My dear Millice:

I have yours of the 24th regarding purchasing of galvanized roofing, and I am glad you placed this with the Granite City Steel Company, even though the quotation was slightly in excess of their competitors.

Very truly yours,

PRESIDENT

HIY:MR

Kast St. Louis, Ill. June 28, 1930

Mr. C. T. Millice American Zinc Company of Tenn. Mascot, Tenn.

Dear Mr. Millice:

Referring to yours of the 23rd regarding collision insurance on Mr. Hayes' automobile. Inasmuch as this type of insurance is not carried on other cars, see no reason for continuing to carry it on his Buick.

Very truly yours,

PRESIDENT

HIY:MR

AMERICAN ZINC CO. OF TENN.

MASCOT, TENN.

For\_\_\_\_\_

MASCOT - TENN. MAR. 25, 1930.

Mr. J. D. Conover, Secretary, American Zinc, Institute, Inc., 60 East 42nd Street, New York City, N. Y.

Dear Mr. Conover:

your letter of the 21st enclosing check from the Quapaw Mining Company amounting to \$25.00 covering annual dues of T. F. Lennan. Also check for \$1.65 covering purchase of one copy of Zinc Workers' Manual by London Zinc Mills, Inc. Also for duplicate receipt of D. L. Larsh. Note his check covering annual dues included 3/4d additional assessment and you are holding same satisfactory explanation can be had as to his tonnage.

Very truly yours.

## AMERICAN ZINC INSTITUTE

27 CEDAR STREET NEW YORK

Copy for

MAR. 25, 1930.

Mr. J. D. Conover, Secretary, American Zinc Institute, Inc., 60 East 42nd Street, New York City, N. Y.

Dear Mr. Conover:

## Thank you for your letter of the

## 17th enclosing checks as follows:

	\$ 25.00
H. M. Brush	40.00
Interstate Zinc & Lead Co. Annual dues and Ent. Fee for C. N. Anderson, and, Annual dues for C. F. Dike	40.00
Robert Lepsoe, Annual Dues	65.00
Cable Samton during the second second	25.00
Cable Service from Aug. 1929 to Jan. 1930:	
Rudolf Wolff & Company Societe Generale Des Minerais	7.20
	8.28
Associated Metals & Minerals Corp. copy of Zinc Workers' Manual	
man and a man an	1.50

Very truly yours,

AMERICAN ZINC INSTITUTE
INCORPORATED
27 CEDAR STREET
NEW YORK

Copy for

MAR. 25. 1930.

Mr. J. D. Conover, Secretary, American Zinc Institute, Inc., 60 East 42nd Street, Lincoln Building, New York City - N. Y.

Dear Mr. Conover:

Thank you for yours of the 20th.

The Federal Mining & Smelting Company forwarded their check early this month covering "February" assessment at the rate of 3/4¢ which amounted to \$14.81. No further checks have been received from either them or any of the other companies who indicated they would contribute this additional 3/4¢ per ton on their ore production.

Very truly yours,

AMERICAN ZINC CO. OF TENN.

MASCOT, TENN.

COPY

FOR\_\_\_\_\_

MAR. 25, 1930

L. R. Morford, Iowa City, Iowa.

Dear Sir:

We have received one of your circulars referring to your neck chain for cattle. We have in mind purchasing a quantity of these chains and would like you to confirm your present price on fifty to seventy five (50 to 75) of these chains. It is our understanding that your chain is made of steel with the Number Plate made of steel on which is riveted on each side a brass number plate and that the chain comes equipped with the number plates at the price quoted of 85¢ each.

Also please advise if you can furnish the brass cattle or calf tags to be used with straps and what your price would be on twenty-five to fifty (25 to 50) of these tags with numbers only stamped on the tags, no letters.

Very truly yours.

GEN. PURCHASING AGENT.

COPY

AMERICAN	ZINC	CO.	OF	TENN.
M	ASCOT	TENN	1.	

For\_\_\_\_\_\_

Mr. H. C. Bates, Southern Representative, The American Guernsey Cattle Club, 231 Healey Building, Atlanta, Georgia. MAR. 25, 1930.

Dear Sir:

Wish to acknowledge, with thanks, your letter of March 22nd advising us with regard to the Guernsey sales to be held in North and South Carolina next May, and, we are particularly interested in the bull you refer to as being listed in the North Carolina catalog.

I think it is likely that our Mr. McElveen will attend the North Carolina sale, or possibly both of the sales in case there are any cows listed in the catalogs that appear to be of interest.

After we receive copies of catalogs and go over the various records we may possibly get in touch with you again for further information regarding some of the animals listed.

Thanking you very much for your continued interest, we are,

Very truly yours.

AMERICAN LIMESTONE COMPANY.

By	

CIM: 3

AMERICAN ZINC CO. OF TENN.

MASCOT, TENN.

COPY

For\_\_\_\_\_

MAR. 25, 1930

Keuffel & Esser Co., St. Leuis, Missouri.

Gentlemen:

Upon receipt of the Tee Square recently furnished on our order T-223 we find that it is not the kind of Tee Square we require, and we are, therefore, returning it to you via Parcel Post.

In its place please ship us one Tee Square #1887, 24" long.

Very truly yours,

GEN. PURCHASING AGENT.

CTM: 3

AMERICAN ZINC CO. OF TENN. COPY
MASCOT, TENN.

FOR\_\_\_\_\_

MAR. 25, 1930

Bates Valve Bagging Co., BOL Jackson Building, Birmingham, Alabama.

Gentlemen:

in the plant of the Buque Lime Company, Hot Springs. North Carolina about which we have had some correspondence with your Mr. Luke, please be advised that this packer will not be used any longer at the Buque plant and we will be glad to crate and return same to you if you will advise us where you desire the machine to be shipped. Kindly let us have this information promptly and also advise where the shipping papers are to be sent.

Very truly yours.

GEN. PURCHASING AGENT.

CIM: 3

AMERICAN ZINC CO. OF TENN.

MASCOT, TENN.

COPY

FOR\_\_\_\_\_

MAR. 25, 1930.

General Electric Co., Atlanta, Ga.

Gentlemen:

On February 12th, 1930 we sent you our order T-118 covering supplies for CR-1034-K-21 DL-2889746-G-7, 650-700 H.P. 2300 Volt Drs. #3612397 Starting Compensator. On the bottom of our order we appended a note requesting that you furnish us with two copies of Part List on this Starter.

We have received all the material on this order, but to date have not received the Part list. We shall appreciate it greatly if you will kindly furnish us with two copies of this Part List at your early convenience.

Very truly yours.

GEN. PURCHASING AGENT.

S.

AMERICAN ZINC CO OF TENN.

COPY

MAR. 26, 1930.

Chicago Steel Foundry Co., Kedzie Avenue & 37th Street, Chicago, Illinois.

#### Gentlemen:

In answer to your inquiry of March 24th regarding your recent quotation on cast steel car bedies would
say that we have developed some ideas in connection with
this mine car which apparently is going to completely
change our plans to buy these car bedies cast in one
piece.

We have not as yet gotten out any drawings, but as soon as we are ready to ask for quetations on the new design shall be glad to send you set of the prints and will appreciate your quoting us your best price at that time.

Very truly yours.

GEN. PURCHASING AGENT.

AMERICAN ZINC CO. OF TENN.

COPY

MASC OT - TENN. MAR. 26. 1930.

Mr. C. P. Wood, WAREHOUSE.

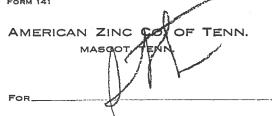
Dear Ike:

The Queen City Supply Company advise under date of March 25th they are shipping square head set screws to replace hollow head screws shipped on our order T-207, and further instruct us to return the hollow head screws to them at Cincinnati.

The two sizes being shipped direct from the factory are also to be returned to the Queen City Supply Company at Cincinnati in case these two items are shipped hollow head instead of square head.

Very truly yours.

OTM: S



COPY

MAR. 26, 1930.

Ore Reclamation Company. Joplin. Missouri.

Gentlemen:

We note your advertisement in the Joplin Globe, issue of March 23rd, as agents for the Wilfley Centrifugal Sand Pump and as we are using a number of these pumps at our Mascot operation would like to know whether you are in position to furnish. promptly, from your stocks repair parts for the 2" and 4" pumps. making shipment from Joplin. We assume, of course, that you will charge us the regular list price for these parts as published by the A. R. Wilfley & Son Company.

If you are carrying these repair parts in stock at Joplin there would be some advantage to us in buying from your stocks as it would save considerable time in transit as compared to shipments from Denver. Also kindly advise if you would be willing to allow us 2% and 10 days on any purchases of these parts as well as on complete pumpe.

Very truly yours.

GEN. PURCHASING AGENT.

AMERICAN ZINC CO. OF TENN.

COPY

MAR. 26, 1930.

Mr. John Sellon, American Zino Sales Co., 351 Madison Avenue at 43rd St., New York City - N. Y.

Dear Mr. Sellon:

packings of various kinds from the Quaker City Rubber Company, located at Wissinoming, Philadelphia, Pa.,

l understand these people are quite large producers of packings and mechanical rubber goods and also make automobile tires. Our business does not amount to a great deal in dollars and cents, but the fact that we are giving them some business might influence them to consider favorably the matter of buying some of our exide if you are not already doing business with them.

Very truly yours,

GEN. PURCHASING AGENT.

AMERICAN ZINC, CO. OF TENN.

COPY

MAR. 26, 1930

Mr. J. I. Wall, Manager, American Zinc Oxide Co., P. O. Box 1428, Columbus, Ohio.

Dear Mr. Wall:

Answering your letter of March 24th with regard to filter papers would say that I have not yet had reply to the proposition I made Millard Heath on the 20th, but inasmuch as this proposition was in line with their previous proposals to us I do not believe there is any question but that they will indicate their acceptance. This matter was being handled by Mr. Heath and I understand he is out of town part of the time and this may account for the delay in reply.

I have asked the Millard Heath Company if they will be prepared to furnish the Reeve Angel and other brands of filter paper in addition to the Whatman and Munktel, and hope to be able to tell you when I have received reply from them whether we can buy the other brands of papers from them or whether it will be necessary to order direct. Meantime if you are in need of the Reeve Angel papers would suggest you place a small order direct with the Reeve Angel Company to take care of your requirements until we have definite advice from the Millard Head Company.

I do not believe you will be taking any chance in placing your order with Millard Heath Company now as I am sure the proposition will be acceptable to them. They have indicated in previous
correspondence that they would like to have us order our quarterly
requirements, and I do not believe this will be objectionable to you.

FORM 141	36	157 19 19		
	MI.	Wall,		
AMERIC	PAR	1/2 co.	OF	TENN
,	3/2	3/30	٠.	

COPY

Would suggest that you send them an order for at least a three or four months supply when you are ready to place your order.

Will advise you immediately upon receipt of further advice from Millard Heath Company.

Very truly yours.

GEN. PURCHASING AGENT.

OTM: S

AMERICAN ZINC COF TENN.

COPY

MARCH 26, 1930.

Mr. Thomas McCroskey, Manager, American Limestone Company, Knoxville, Tennessee.

Dear Mr. McCroskey:

I am returning, herewith, communication from Mr. Oakleigh Thorns which was enclosed with your letter of March 21st.

I have discussed this matter with Mr. McElveen and Mr. Farquhar and they both are unqualifiedly in favor of this resolution being adopted by the American Aberdeen-Angus Breeders Association to govern all cattle exhibited at fairs or other exhibitions that are sponsored by the International Association of Fairs and Expositions, and we would like to see this rule effective as soon as possible so as to apply on all exhibitions that may be held next fall.

representation and while it has been done with the knowledge of practically all exhibitors, in fact has been practiced by many of the leading breeders it is particularly undesirable on account of the fact that many judges acting at these exhibitions cannot or do not detect the cattle that have been fixed, and in many cases the exhibitor of fixed cattle has an unfair advantage over other exhibitors.

Very truly yours.

CTM: 3 Encls.

AMERICAN ZINC CO. OF TENN.

COPY

MAR. 26, 1930.

Mr. Furman Smith, Sales Mgr., American Limestone Company. Knoxville, Tennessee.

Dear Mr. Smith:

I have your letter of the 24th and note that Mr. Coltrane advises he has purchased from F. W. Hargett & Son at Jacksonville. N. C.. one hundred bushels of soy beans at \$2.00 per bushel which are to be shipped to us at Mascot.

I have instructed the Accounting Department to make payment for these beans to the American Limestone Company to be gredited to the note account of Hargett & Son, which is, as I understand it, the way in which you desire this transaction to be handled.

This appears to be a very good piece of business as it not only takes care of a good part of their note account. but also gives us these beans at a slightly lower price than we are able to buy them locally.

Very truly yours.

GEN. PURCHASING AGENT.

AMERICAN ZINC CO. OF TANN.
MASCOT. TENN.

COPY

MAR. 27, 1930.

Stroh Steel Process Company, Pittsburgh, Pa.

Gentlemen:

When your Mr. Hayes was in our office some few days ago he spoke about a new process that you have developed recently which had worked out very satisfactorily on car wheels, etc. It was my understanding that the hardening of the castings was accomplished in somewhat the same way that you produce the Stroh castings, but that this new process was considerably cheaper than those made with the Stroh process and very materially increased the tensile strength of the castings. I told him at that time we might be interested later on in buying some car wheels after we had worked out the new design for our underground haulage equipment.

We are enclosing, herewith, a blue print showing the car wheel which we expect to use and would like to have you quote us a price on these wheels in lots of 50 to 100. The treads and flanges are to be hardened as per Mr. Hayes advice.

We are also enclosing print showing incline knuckle roller on which we have experienced considerable trouble on account of fast wearing and would like to have you quote us a price on these knuckle rollers made of Stroh alloy or hardened in accordance with your new process. If they do not prove to be too expensive believe some saving can be made by using your castings on this work.

Thanking you for your prompt advice, we remain,

Very truly yours,

AMERICAN ZINC CO. OF JENN.

COPY

FOR-

MARCH 27, 1930.

Mr. C. T. Millice, OFFICE.

Dear Bo:

I hand you, herewith, Nordberg Manufacturing Company's quotation on shaft and head for the 4' Symons Cone Crusher at the Quarry. After discussion with Mr. Immel we decided that the best thing to do was to purchase another shaft and head the same as we have in the Quarry crusher.

You may place this order at your convenience.

Very truly yours,

GEN. SUPERINTENDENT.

CBS:S Encls.



COPY

MAR. 27, 1930.

Stephens-Adamson Mfg. Co., Aurora - Illinois.

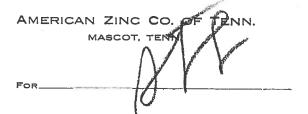
Gentlemen:

Will you kindly furnish us with three (3) copies of your Bulletin "Vibrating Screen". Notice of this bulletin appears on page #315 of the March 24th 1930 issue of the Engineering & Mining Journal.

Very truly yours,

GEN. PURCHASING AGENT.

S.



COPY

MAR. 27, 1930.

General Electric Company, Schnectady, N. Y.

### Gentlemen:

Will you kindly furnish us with three (3) copies of your Bulletin No. GMA-1,171, describing synchronous motors in the mining industry. Notice of this bulletin appears on page 315 of March 24th 1930 issue of the Engineering & Mining Journal.

Very truly yours,

GEN. PURCHASING AGENT.

S.

AMERICAN ZINC CO. OF JENN.
MASCOT, TENN

COPY

MARCH 27. 1930.

Mr. S. B. Chase, Jr., Cooper, Stephenson & Hoover, Great Falls, Montana.

Dear Mr. Chase:

Further in reference to our letter of the 24th with regard to Montana and New York Millsites, we are enclosing, herewith, forms of withdrawal of Application for Patent to the Montana and New York Millsites. These have been signed for the Silver Dyke Mining Company by Mr. Hayes as attorney, and trust this will serve to clear the Land Office records.

Very truly yours.
SILVER DYKE MINING COMPANY.

BY	
JY.	

Encle.

AMERICAN ZING CA. OF TENN.

COPY

MAR. 27, 1930.

American LaFrance & Foamite Industries, Inc., 181 Spring Street, N. W., Atlanta, Georgia.

Gentlemen: RE: Our order T-212:

Referring to the above order on which we specified six (6) acid bottle holders we find upon receipt of the material instead of shipping us acid bottle holders or cages you have shipped us acid "jars" together with lifters and stopples. What we wanted was the acid jar cages and we specified it as acid jar holders inasmuch as we did not have a repair part list at that time showing proper catalog name and number. We have since located an old catalog which shows this acid jar cage as #9J-33. We would appreciate it if you will arrange to ship us at once the acid jar cages. We are returning the acid jars to you at your Elmira plant.

Kindly give this matter your prompt attention.

Very truly yours,

GEN. PURCHASING AGENT.

CTM: S

P. S. Please furnish us with three (3) copies of part list for your 7, 14 and 24 Engines.

AMERICAN ZINC CO. OF TENN.
MASCOT. TENN.

# COPY

FOR	 	 	

MAR. 28, 1930.

Wagner Electric Co., 475 W. Peachtree Street, Atlanta, Georgia.

#### Gentlemen:

Replying to your letter of March 27th quoting price on 400 H-P 2200-V motor together with automatic compensator etc., would say since we discussed this matter with your Mr. Rugheimer here, we have changed our requirements on this pumping installation from 400 H-P to 600 H-P motor, having increased the pumping capacity from 2000 to 3000 GPM.

We do not know whether you are in position to quote on a motor of this size, but in case you are would appreciate your advising whether you can quote on unity power factor synchronous motor as discussed with your Mr. Rugheimer. As we explained to him we do not wish to consider the induction type motor on this installation, and for the reason explained to him with regard to securing wider air gap and also for the purpose of improving our power factor conditions.

Inasmuch as you did not quote on synchronous motor of 400 H-P size we assume that you are not in position to quote on equipment of this type.

Thanking you very much for your quotation, we are.

Very truly yours.

GEN. PURCHASING AGENT.

American Zinc Co. of Tenn. MASCOT, TENN.

COPY

FOR	

MAR. 28, 1930.

Jones & Laughlin Steel Corp., Union Trust Company Bldg., Cincinnati, Ohio.

Gentlemen:

Answering your letter of March 27th with regard to our order T-232 we would prefer that you ship the 600' of H-Beams in the 30' lengths. We understand you are carrying these in stock in 60' lengths, and by shipping in 30' lengths it would be necessary for us to make only one cut on each beam. The shortage of the beams on account of the 3/8" allowance for the cut will not interfere with our use of the beams, as we will cut them to the proper length in our own shops on hack-saw or band-saw which will give us the proper lengths.

Very truly yours.

GEN. PURCHASING AGENT.

AMERICAN ZINC Co. OF TENN.
MASCOT, TENN.

# COPY

FOR	 	 	 _

MASCOT - TENN.

MAR. 28, 1930.

Mr. C. P. Wood, Warehouse.

Dear Ike:

The Gilman Manufacturing Company advise they are opening an office and warehouse in Knoxville within the next thirty days which will be in charge of Mr. James R. Elmendorf who is now in Knoxville making necessary arrangements and they advise they prefer that we ship our consigned stock to their Knoxville warehouse as soon as it is opened.

They promise to give us definite shipping instructions within a few weeks.

I enclose copy of their inventory record of this consigned stock and would suggest that this be checked with the material on hand so that we can advise them of any differences at this time.

Will follow this matter up and advise as soon as we hear further from them.

Very truly yours.

OTM: S CC: HAC COPY

MAR. 28, 1930.

Gilman Manufacturing Co., Hast Boston, Mass.

Gentlemen:

We wish to thank you for your letter of the 25th in which we note you contemplate opening an office and ware-house in Knoxville within the next thirty days and prefer that we ship our consignment stock to that point.

This will be entirely satisfactory to us and will appreciate it if you will advise us just as soon as you are in position to handle the stuff at that point and we will arrange for immediate transfer.

We note you enclose copy of your inventory record on this stock. We will immediately have our physical inventory checked with this list and advise you of any differences.

Awaiting your further advices, we are,

Very truly yours,

GEN. PURCHASING AGENT.

AMERICAN ZINC CO OF TENN.
MASCOP, JENN.

COPY

MAR. 28, 1930.

Oskamp Nelting Co., Cincinnati, Ohio.

Gentlemen:

RE: Our Order T-218:

We received your acknowledgment of the 14th on the above order, and you advised at that time you would make shipment on the 17th. Since that time we have had no further advice, and to date the material has not been received.

Would appreciate your early advice as to when you expect to make shipment of this order.

Very truly yours,

GEN. FURCHASING AGENT.

S.

American Zinc Co. of Tenn. mascot, tenn.

### COPY

E05		
FOR	 	

MAR. 28, 1930.

Bates Valve Bag Corp., 801 Jackson Building, Birmingham, Alabama.

Gentlemen:

Attn: Mr. C. J. Luke

wish to acknowledge with thanks your letter of March 27th with regard to shipment of the packer now located at the Buquo Lime Company's plant at Hot Springs, N. C. Will probably arrange to crate and ship this machine within the next ten days and will make shipment as per instructions contained in your letter, mailing shipping papers to the Bates Valve Bag Corporation 60 East 42nd Street. New York.

Very truly yours.

GEN. PURCHASING AGENT.

AMERICAN ZINC CO. OF TENN.
MASCOT, TENN.

COPY

FOR\_\_\_\_\_\_\_

MAR. 28, 1930.

Mr. J. I. Wall, Manager, American Zinc Oxide Co., P. O. Box 1428, Columbus, Ohio.

Dear Mr. Wall:

Answering your letter of March 26th, I am sorry air to say we do not have a paint spray outfit or portable/compressor that could be used in connection with the sprayer. We have a small paint spraying outfit which is operated off of our air lines, but we use it quite a little in our work here and it could not be spared.

If you do not have a great deal of use for the paint spraying outfit am wondering if it would not be more economical for you to rent a small portable compressor.

Very truly yours.

American Zinc Co. of Tenn.

MASCOT, TENN.

### COPY

FOR	 	 	

MAR. 28, 1930.

Mr. R. P. Immel. American Limestone Co., Knoxville, Tennessee.

Dear Dick:

Enclosed is copy of letter just received from the Bates Valve Bag Corp., Birmingham, Alabama with regard to shipment of the packer at the Buquo Lime Company plant at Hot Springs, N. C.

Will you kindly advise me when you arrange with Alfred Evans to go to Hot Springs to crate and ship this packer as I may want to go up with him at that time. Perhaps if you are at home and it is convenient we could both go up there and spend the day and Alfred could come back on the train when he has finished the job. I assume it would take at least two days for him to crate and ship the machine.

Very truly yours.

CTM:S Encls.(1)

American Zinc Co. of Tenn.
MASCOT, TENN.

COPY

FOR\_\_\_\_\_

MAR. 28, 1930.

Pettibone Mulliken Company, 4710 West Division Street, Chicago, Illinois.

Gentlemen:

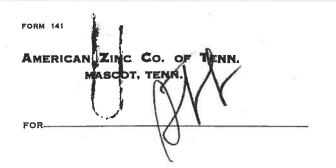
Wish to acknowledge receipt of your telegram of the 27th advising that you would not be able to make shipment of set of drag arms and hoe on our order T-190 until April 4th. Shipment of the balance to be completed on April 10th.

range to make shipment of the one set of arms and hoe plate on the 4th in accordance with your wire and advise us at the time shipment is made so that we can follow it up if it is not received promptly.

We trust you will also be able to make shipment of the balance of the order on April 10th in accordance with your recent advice.

Very truly yours,

GEN. PURCHASING AGENT.



COPY

MAR. 28, 1930.

Bemis Bros. Bag Co., Peoria, Illinois.

Gentlemen:

We note from your letter of March 26th that you expect to make shipment of another car of Green Label bags on next Monday or Tuesday.

Our bagging business has dropped off quite a little during the last ten days and as we have just received the last car you shipped of Buquo and Green Label, and also have enroute a car from the Raymond Bag Company which should be here within the next day or two, concerning which shipment I explained fully to Mr. Finn when he was here a few days ago, we are going to be rather crowded for storage space and would appreciate it if you will hold up shipment on this car of Green Label bags until the latter part of next week, making shipment on Friday or Saturday or possibly on Monday April 7th.

If you can conveniently do this will appreciate your so arranging.

Very truly yours.

GEN. PURCHASING AGENT.

OTM: S

AMERICAN ZINC CO. OF TENN.

COPY

MAR. 28, 1930.

The Carroll Chain Co., Columbus, Ohio.

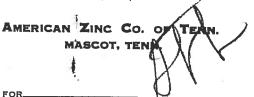
Gentlemen:

We have your inquiry of the 26th with regard to your quotation on 1-1/4" Solid Weld Steam Shovel Chain, and wish to advise that account securing better price on this equipment the order has been placed elsewhere. We thank you, however, for your quotation, and shall be glad to send you our future inquiries, when we are again in need of similar material.

Very truly yours.

GEN. PURCHASING AGENT.

S.



COPY

MAR. 28, 1930.

Blackwell Wielandy Co., 16th & Locust Street, St. Louis, Missouri.

Gentlemen:

We will appreciate it if you will kindly mail us copy of your latest catalog, as the one we now have is getting rather old. However, if you are coming out with a revised catalog in the course of the next few weeks, would appreciate your postponing mailing us copy until we can have your very latest book showing revised prices, etc.

Very truly yours,

GEN. PURCHASING AGENT.

S.

American Zinc Co. of Tenn. MASCOT, TENN.

# COPY

MR. YOUNG - E-ST-L.

1 Men 7 F.

APRIL 3, 1930.

Granite City Steel Co., Granite City, Illinois.

Gentlemen:

# L. F. Miller - Vice President

We wish to acknowledge, with thanks, your letter of the 31st ult. advising that account change in price of Tank Steel during the past few days we would receive a credit of approximately \$1.00 per ton on this material covered in our order T-231.

Today we have received your Credit Memo dated March 31st, in the amount of \$53.97. We wish to assure you that we are very appreciative of your action in allowing us this credit.

wont you kindly furnish us with another copy of your Credit Memo #SC258, inasmuch as we require three copies to complete our records.

Very truly yours,

GEN. PURCHASING AGENT.

AMERICAN ZINC Co. of TENN. MASCOT, TENN. COPY

FOR\_

APR. 8, 1930.

Mr. F. W. Knoke, Western District Mgr., American Zinc, Lead & Smelting Co., Paul Brown Building, St. Louis, Missouri.

Dear Fred:

Doubtless you have noticed recent correspondence between Mr. Sellon and Mr. Emmons indicating that on account of recent developments with the General Electric Company they do not feel it necessary or advisable to hold up longer in placing our Mazda lamp contract. If you have no further suggestions will appreciate it if you will get in touch with Cupples Company asking them to send us contract covering our requirements for the coming year beginning April 1, 1930.

The Brown & Hall Supply Company, 1504 Pine Street, St.

Louis, have been after us for more than a year to allow them to

figure on our lamp business, but I do not see any advantage in

placing the business with them as against the Cupples Company. The

Cupples Company are now well acquainted with our requirements and

so far as I have been advised are stocking the various sizes and

kinds of lamps used at the various plants so that prompt shipment

can be made. So far as our Mascot business is concerned believe

our service with Cupples Company has been better this year than it

was previous to this time.

Thanking you for your assistance, and with best regards.
I am.

Very truly yours,

grm: s

AMERICAN ZINC CO. OF TENN.
MASCOT, TENN.

COPY

FOR\_\_\_\_\_

APR. 8, 1930.

Mr. J. I. Wall. Manager. American Zinc Oxide Company, P. O. Box 1428, Columbus. Ohio.

Dear Mr. Wall:

Answering your letter of April 2nd, I would suggest that you purchase locally the Reeve-Angel filter papers which you require at this time.

signed copy of contract covering our filter paper requirements, and am enclosing copy, herewith, for your files. I wrote them previously asking if they would be in position to supply us with Reeve-Angel papers, but did not receive reply from them on this point. Have written them again today and hope to have some definite advice which will pass on to you before you are again in the market for a supply of Reeve-Angel papers.

Very truly yours,

GEN. PURCHASING AGENT.

CTM:S Encls.(1) COPY

AMERICAN ZINC CO. OF TENN.
MASCOT. TENN.

FOR\_\_\_\_\_

APR. 8, 1930.

Mr. A. C. Eide, Sales Engineer, American Zinc Sales Company, P. O. Box 1428, COLUMBUS - OHIO.

Dear Mr. Eide:

I have your letter of the 4th enclosing copy of letter from Mr. Sellon to Mr. Emmons with reference to the Mazda lamp contract. In view of developments on this matter I am today addressing letter to Mr. Knoke, asking for any further suggestions he may have and suggesting that he arrange with Cupples Company to send us contract in case he does not desire to place this business elsewhere.

Thanking you for advising me on this matter, and with best regards. I am,

Very truly yours,

GEN. PURCHASING AGENT.

OTM: S

AMERICAN ZINC CO. OF TENN.
MASCOT, TENN.

COPY

FOR......

APR. 8, 1930.

Mastern Iron & Metal Co., 634 Sc. Fourth Street, Salt Lake City, Utah.

#### Gentlemen:

Sometime ago we had some correspondence with you regarding some vertical type flotation motors located at Mason, Nevada, and later on you quoted us on similar type motor, made by Allis-Chalmers Manufacturing Company, which we understood were located at Oakley. Idaho.

Please advise if the motors located at Mason, Nevada are available at this time and if not whether you have ten of the Allis-Chalmers motors to offer at this time.

we would prefer the Janney type motor which you have at the Mason, Nevada plant if you are in position at present to quote us on same. In case we should order either these motors or the Allis-Chalmers motors would you be willing to guarantee their condition and permit us to charge your account with any necessary repairs to the motors after they were received at Mascot. This would eliminate the necessity of our arranging with someone to inspect the motors before shipment and would be a very satisfactory arrangement to us, if you are willing to make shipment on this basis.

Very truly yours,

GEN. PURCHASING AGENT.

CTM:3

COPY

AMERICAN ZINC CO. OF TENN.
MASCOT, TENN.

FOR\_\_\_\_

APR. 8, 1930.

Millard Heath Company, 400 North Third Street, St. Louis, Missouri.

Gentlemen:

We are pleased to acknowledge receipt of accepted copy of the agreement dated March 20, 1930 covering our filter paper requirements.

as stated in the contract, I will furnish you within the next few days statement showing probable requirements of the various plants so that you will be in position to stock same for shipment against our specifications.

Our Columbus plant advises they have recently sent you an order for a supply of the Whatman and Munktel papers which order is, no doubt, in your hands.

You did not reply to the inquiry in my last letter with regard to whether or not you could supply Reeve-Angel papers on the same basis as Munktel and Whatman papers. We are using Reeve-Angel at some of our plants and should be very glad to place our orders with you if you are in position to supply same.

Kindly let us have your reply promptly.

Very truly yours,

GEN. PURCHASING AGENT.

CTM: S

#### COPY

MASCOT - TENN. APR. 8, 1930.

Mr. H. A. Coy, OFFICE.

Dear Harley:

I am sending you, herewith, reply from Stroh Process Steel Company quoting on car wheels and knuckle rollers.

while the price on the car wheel appears to be pretty high you may feel it is good business to purchase a few of these wheels for trial to see if they would prove economical in our service. I believe the Stroh Company would be willing to furnish a trial lot of these wheels at the same price they quote on in lots of 50. Will be glad to handle with them for quotation if you are interested.

Very truly yours,

CTM: S Encls. American Zinc Co. of Tenn.

MASCOT, TENN.

#### COPY

EOP

APRIL 9, 1930.

Mr. Chas. Stoops. Platteville. Wis.

Dear Charlie:

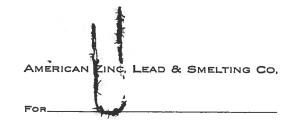
You will recall at the time the Mineral Point Zinc Company finished operating on our properties we turned over to you the large District Map of the Wisconsin Zinc Company, which they had in their office, as you were of the opinion it would be of some value to you in your prospecting and mining operations.

map and as I imagine you have secured such information from it as will be of use to you will appreciate it if you will send it to us by express or insured Parcel Post at your convenience.

With kindest regards. I am.

Very truly yours,

C T Millice/S



JUNE 4. 1930.

Mr. F. W. Knoke, Western District Mgr., American Zinc, Lead & Smelting Co., Paul Brown Building, St. Louis, Missouri.

Dear Fred:

I note from your letter of the 31st that the Phelan Faust Paint Company is inquiring about some business. As you know we have not as yet secured an appropriation for doing any painting this year and for that reason it looks as though our paint requirements are going to be decidely small. We are, of course, in hopes that the management will okay some painting the last half and in that case will doubtless be buying a barrel or two in addition to what we have on hand. If you have an occasion to see Mr. Brinkman you might tell him that we have not forgotten him and if we get any money to spend for painting will send him an order later on in the year for our requirements.

As you know I have two or three more barrels to buy from the Gilman Paint Company, although I can string this out for sometime, especially as we will be giving Gilman a little metal paint, or roof paint business from time to time. I am very glad to note that Phelan-Faust are going to give you their 35% leaded business and you can count on us here to cooperate with you in making them feel that their business is appreciated.

I wish you would keep me posted about any orders you get from the Gilman Company so that I will know how to perform at

COPY

this end.

With kindest regards, I am,

Very truly yours.

GEN. PURCHASING AGENT.

CTM: S

FOR\_\_\_\_

1

JUNE 4. 1930.

Mr. Thornton Emmons, Asst. Mgr. of Sales, American Zinc Sales Company, P. O. Box 1428, Columbus. Ohio.

Dear Mr. Emmons:

I note copy to your letter of the 2nd addressed to Mr. Sellon reference to Geo. M. Kaiser of Tropical Products Company, Baltimore, Md.

The situation with regard to this gentleman is rather peculiar. As I remember, he wrote Mr. Young advising him he was a stock holder in our Company and thought he was entitled to some of our paint business.

I wrote him a letter requesting quotation on their various paints and mailed them a small sample can of our Mascot Gray paint, addressing it to The Tropical Products Company, Baltimore, Md. In a few days we had a postal notice advising the package was undelivered account of insufficient address or could not be located. I thought at the time it was rather queer if they had a paint factory there the Postal authorities could not locate them. We advised Mr. Kaiser by mail regarding the package being undelivered, and apparently they finally located him and he quoted us price on this paint, which was higher than we were paying Phelan-Faust, or prices quoted by the Gilman Company, Chattancoga. He has since quoted us on various kinds of metal paints, etc., but we have not given him

FOR

any business. Your letter indicates that Kaiser may simply be a selling agent for some paint concern and not particularly entitled to any of our paint business. We have only a small amount of paint business to distribute this year and I think it should be placed where it will do the most good and I do not believe I will send Kaiser any paint orders for Mascot until the situation clears up. If anything develops in the Sales Department to change this situation wish you would advise me.

With kind regards.

Very truly yours,

GEN. PURCHASING AGENT.

OTM: S

JUNE 4, 1930

Model Garage Company, Inc., West Cumberland at Melrose, Knoxville, Tennessee.

Gentlemen:

In answer to your letter of May 16th addressed to Mr. Young, we are enclosing herewith Bill-of-Sale covering the Cadillac Sedan bearing Engine #129564, which has been furnished us by the J. C. Mahan Motor Company.

Trusting the above will be satisfactory, I am,

Very truly yours,

C T Millice/S Encls.(1)

# American Zinc, Lead and Smelling Company CARTERVILLE, MO.

For H. I. Young.



7

Jamary 20th, 1921,

Mr. W. F. Rossman, Vice President, 1012 Pierce Building, St. Louis, Mo.

Dear Sir:

Replying to your favor of January 17th regarding Liability Insurance at the Lead Smelter, beg to advise that our present policy expires February 8th, 1921. Under the present policy all claims settled for \$250.00 or less are paid by the assured who also pays the expense of medical aid. Under this policy we have found it advisable to employ an adjustor and we distribute the salary of the adjustor against the different departments in proportion to the amount official labor represented by the respective departments. The item of "professional services" detailed in your Smelter Insurance Statement, covers the expense of medical aid to smelter employees dur-On a full coverage Employers' Liability Insurance ing the year. basis the Insurance Company would pay all claims and would pay the expense of medical aid so that neither of the above mentioned items of expense would be incurred by the assured.

We have requested rates applying on full coverage at this operation, including the Lead Smelter, and we hope to be able to secure a rate which will make this class of coverage more economical. At this time the best full coverage rate we have been offered on the Smelter operation, either under a general policy or in a separate policy is, \$1.87.

I expect to know the first of the coming week the rates which W. H. Markham & Company will make us for the coming year on the different classes of coverage on this property and will at that time advise you of same, together with recommendations based on past experience.

0 - Wall

Yours very truly,

Manager.

To Low Dennish.

WEW: M

W. E. WAMPLER, MANAGER
G. W. JOHNSON, Asst. MANAGER

CARTERVILLE, MO.

January 24th, 1921.

236

Mr. H. I. Young, Manager of Mines, American Zinc Company of Tennessee, Mascot, Tennessee.

Dear Howard:

Enclosed please find copy of statement showing in detail the cost of our Employers' Liability Insurance during the past year; also separate statement showing the same data for the Granby Lead Smelter Operation alone.

The following information which is shown by the enclosed statements is quite interesting, and as soon as this information was available we requested Mr. O'Hallaron, Manager of the Casualty Department of W. H. Markham & Company, to call at this Office for a personal interview so that we could decide on what form of coverage would be the most economical under present operating conditions.

Total Labor Paid 1920, \$\pi 165,561.14\$

Cost Per Cent on Labor Paid (Deductible Pol) 2.47

Cost Per Cent on Labor Paid(Full Coverage ") 3.873

Total Cost Per Cent on Labor Paid 2.527

Actual Cost Experience for Year,

**		Per Cent
	Amount	Cost
Claims Paid By Us,	460,400	.278
Claims Faid by Insurance	Co. 750.00	.453
Medical Aid,	428.80	.259
Adjuster's Salary & Exp.	786.01	.475
Total,	2424.81	1.465

Actual Cost to Insurance Co., Which already has adequate local adjusting Organization) Assuming full coverage on our 1920 Operations.

/. <i>f</i>		Per Cent
	Amount	Cost
Claims Paid	1210.00	.731
Medical Aid.	428.80	259
Total	1638.80	.99

Experience W. H. Markham & Co. our coverage 1920 Receipts.

Rate	Premium Received
1.406	2233.27
3.873	261.62
	2494.89
	1.406

W. E. WAMPLER, MANAGER
G. W. JOHNSON, Asst. MANAGER

CARTERVILLE, MO.

Mr. H. I. Young, - #2.

Receipts: (Carried Forward)

\$2494.89

Expenditures:

Claims Paid.

#250 Deductinle Policy Full Coverage Policy ₩750.00

None

Total,

750.00

Surplus:

\$1744.89

Mr. O'Hallaron called at this Office on the 22nd and offered the following rates on full coverage for our Operations during 1921, provided the policy would cover the Smelter payroll along with the general Operations as it has in the past. We have extimated the per centage of our total 1921 payroll that will come under the various classifications, basing this estimate on the present operating conditions, and have shown an estimated average rate we would pay under Mr. O'Hallaron's full coverage proposition. The only mining labor we are paying at present is, as you know, at the Gronogo Mutual and this is being repaid to us weekly by the Connecticut Zinc Corporation, so we have not estimated any labor during the coming year under the It is our understanding that it is unlikely that the Company mining rate. will undertake any mining operations in Jasper or Rewton Counties, Missouri, The advisability of our accepting a full coverage during the coming year. policy would be lessened, of course, in proportion to any increase to mining labor during the year, and with your knowledge of the Company's plans you can determine what effect this will have on the following estimate:

Classification	Rate Offered	Estimated per of total payrol	
Mining	5.445	Ilone	
Concentrating & Mi	lling 2.068	30	
Smelt ing	1.67	60	
Clerical	.085	E 10	
Estimated Averag	e Ratel.751	2.8	

Mr. O'Hallaron showed us the 1921 Insurance Manual for Hissouri, which shows that 10% has been added to 1930 full coverage rates to take care of full medical aid. In addition to this flat 10% increase, a defferential of 37% from the standard Hissouri rate in favor of milling operations in this District in 1920, was eliminated as of January 1st, 1921.

We went over the figures with Mr. O'Hallaron set out in the first part of this letter and contended that we were entitled to special rites in the low-hazfard nature of our present operations and especially in view of his Company's past good experience with this risk. You will remem-

W. E. WAMPLER, MANAGER
G. W. JOHNSON, Asst. MANAGER

CARTERVILLE, MO.

Mr. H. I. Young, - #3.

ber a personal arrangement we have had with Mr. O'Eallaron to include both the Mill and the Smelter payroll under the lowest rate in the deductible policy. In view of our above mentioned contentions which were, in fact, supported by actual figures, Mr. O'Hallaron gave us some encouragement that they might allow both the second and third classification listed above to come under the w1.87 rate if his Company is given full coverage here. He pointed out, however, that he could not arrange to give us the Smelting rate of w1.87 on the Mill unless he got the Smelting payroll, on account of the inconsistency of listing on the policy a mining rate and then a Smelting rate, which would leave a question as to what disposition was made of the Milling labor.

Pe also dictated a letter to the President of the Ocean Company, strongly recommending a special rate for us based on past experience and the present low-bazzard nature of our Operations and he mailed this letter from our Office. We will hear from him again before the present policy expires quoting any reduced rates which may result from action taken by his Company on the recommendations set out in the above mentioned letter.

Mr. Rossman has requested Mr. O'Hallaron to give him full coverage on the Lead Smelter alone, and he has also written me indicating that he is considering full coverage at the Lead Smelter under a separate policy, "as it looks as if with only the Lead Smelter in operation it will be called upon to carry the full expense of Adjuster's Salary and expense." I am writing Mr. Rossman enclosing copy herewith. As I understand an Agency represented by a son of E. S. Gatch is now carrying the Insurance on the Zinc Smelters, I think I can read between the lines and understand why Mr. O'Hallaron, in addition to his usual willingness to personally favor us in matters of Insurance, is particularly anxious to secure a rate from his Company which wilk sufficiently to our advantage to preclude any possibility of the Lead Smelter operation going to another Insurance Company.

We do not think it is logical to assume that we could continue under a deductible policy in connection with doctor bills and adjustments below \$250.00 as we experienced last year, and, on account of the small payroll required to carry all our present operations, we would recommend full coverage for the coming year, provided you do not think there is considerable likelihood of our mining labor reaching a considerable per centage of the total labor paid at this operation during 1921. I also believe that Markham and Company, on account of our past satisfactory business relations with them and since they have a local organization familar with our operations and the risk in general, are entitled to full coverage and it would seem to our advantage to give them the entire business on equal terms.

W. E. WAMPLER, MANAGER
G. W. JOHNSON, Asst. MANAGER

CARTERVILLE, MO.

Mr. H. I. Young. - #4.

I trust Mr. Rossman will hold up any plans he may have of placing the Smelter Insurance in another Company until we learn from Mr. C'Hallaron what consideration his Company gives to the recommendations he made in the letter he wrote from this Office, as I believe we will then be able to get a proposition from his Company on both the mining and smelting operations here than it would be possible to get under policies covering these departments separately. From the best information we are able to obtain, there is a strong possibility that a Workmens' Compensation law will be enacted in Missouri during the first half of 1921 in which case, as we understand it, there will be no competitive rates on full coverage.

The present policy expires on February 8th. Please let us have your direction in these matters before that date, and oblige

Yours very truly.

Manager.

ToBer uplet -

WEW:M

American Zinc, Lead and Smelting Company CARTERVILLE, MO.

2500\_8\_20

H. I. Young.

January 24th, 1921.

Mr. J. A. O'Hallaron, Manager Casualty Dept., W. H. Markham & Company. St. Louis, Missouri.

Dear Sire

This will acknowledge with thanks receipt of your favor of January 19th quoting us rates on full coverage, including full medical aid, at this property.

Confirming verbal understanding at this Office between yourself and the writer, beg to advise that we will not take any action in the matter of renewing Insurance on the Mining Operations here before Fobruary 3rd, during which time you have agreed to submit your final proposition; and we have also recommended that Liability Insurance matters affecting the Granby Lead Smelter be held up pending your advising us within the next ten days regarding the best proposition, on our entire Operation which you have been covering in the pest.

Trusting that you will be able to quote us attractive rates between now and the first of the month, we are

Yours very truly,

Manager.

WEW: M

# American Zinc, Lead and Smelting Company CARTERVILLE, MO.

C O P Y

For Mr. H. I. Young.

January 25th, 1921.

Mr. W. F. Rossman, Vice President, American Zinc, Lead & Smelting Co., St. Louis. Mo.

Dear Sir:

Replying to your favor of the 21st regarding our Liability Insurance Adjuster, beg to advise that we are now paying Mr. Robert Elliot, who has been Adjuster for this Company for the past ten years, a salary of \$60.00 per month. Mr. Elliot is acting as Adjuster for several other companies in this District which enables him to give us the time our Liability Insurance matters require for the above mentioned monthly retainer.

After compiling our 1920 Employers' Liability Insurance data, and in view of arriving at a conclusion as to the most economical form of coverage for the coming year at these operations, I have talked with Mr. Elliot and he will be glad to continue in his present connection with the Company, so long as the operations continue on the present basis, at a considerably reduced salary. During the past year the total labor paid at this operation was \$165,561.14, of which \$80,041.18 was expended in connection with the operation of the The total amount paid Mr. Elliot for salary and Granby Lead Smelter. expense during the past year was \$786.01, of which \$340.05 was charged against the Liability Insurance expense at the Lead Smelter. present basis of operations continue through the coming year the Smelter payroll will represent approximately 60% of the total labor paid, so that even if the present form of Insurance coverage is renewed the proportion of Mr. Elliot's salary chargeable to the Lead Smelter would not. under the tentative arrangement we have with him should his services be required. exceed the present charge of \$30.00 per month.

As you know, the Employers' Liability Insurance at these operations has been carried by W. H. Markham and Company for the past several years. After we have compiled our Insurance data for the year, Mr. J. A. O'Hallaron, Manager of the Casualty Department of that Insurance Company, called at this Office last Saturday at our request for a personal interview with him regarding coverage for the coming year. After reviewing with Mr. O'Hallaron his Company's past good experience in connection with our risk and calling his attention to the low-hazzard nature of our

# American Zinc, Lead and Smelting Company CARTERVILLE, MO.

C O P Y

For\_\_\_\_

January 25th, 1921.

Mr. W. F. Rossman, - #2.

present operations, Mr. O'Hallaron offered us full coverage on the Company's entire operations at Carterville and Granby for the coming year on a schedule of rates, including the Smelter payroll at \$1.87 which, on the present basis of operations here, will average approximately \$1.75 per \$100.00 of payroll expenditure. He also wrote his Company from this Office recommending a special schedule based on an inspection of the risk at this time and on h's Company's past experience and our coverage. Mr. O'Hallaron will advise me within the next ten days if his Company authorizes him to make us any further reductions as a result of their consideration of his recommendations in the matter.

I think we are warranted in helding up our decision regarding further Insurance until we have his final proposition.

From the best information we are able to obtain it seems not unlikely that a Workmens' Compensation Law will be enacted in Missouri in the coming year, and in the meantime we think it advisable to secure full Employers' Liability coverage, including full medical aid, at these operations even if the average offer of approximately \$1.75 is the best we are able to obtain. I have written Mr. Young fully on this subject and have recommended full coverage beginning with the expiration of the present policy on February 8th.

Kindly let me have your views on the matter, advising what you think of a full coverage rate of \$1.87 for the Lead Smelter, and oblige

Yours very truly,

Cotacere upoli

isnager.

WEW: M

256-70

January 28, 1921.

Mr. W. E. Wampler, Manager. American Zinc. Lead and Smelting Co., Carterville, Mo.

My dear Ward:

I am in receipt of yours of the 24th enclosing statement showing details of the cost of employer's liability insurance during the year 1920, and note that the average cost on all the operations was \$2.527 per \$100.00 payroll and that the cost of the Load Smelter was \$1.8789 per \$100.00 payroll, which showing is very satisfactory.

Inasmuch as we do not contemplate operating any mines during the year I think we should have a full coverage policy. The Lead Smelter payroll will no doubt be the largest labor item for the year and note you expect to get a rate from Markham and Company that would make the average cost around \$1.75. It is my understanding that if Markham takes this insurance they will give the smelter and custom mill the same classification. It occurs to me that this is a low rate but it may be that the Insurance Company handling the Zine melter in Illinois will be willing to grant a lower rate than this. You will no doubt be advised during the week by Mr. Rossman as to the rate they quote. Inasmuch as Markham and Company have taken good care of our business for a number of years I hope that if the Markham rate is equal to that quoted by other companies, that Mr. Rossman will permit you to

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## COST OF LIABILITY INSURANCE PRO CENT OF LABOR PAID IN 1920.

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FULL COVERAGE INSURANCE (CON SO	wis arranat			
Fremlum Faid We He Markins				3.875
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## CARTERVILLE, MO.

## DETAILS OF LIABILITY INSURANCE FOR YEAR 1920

## LEAD SMELTER.

Fromium Paid W. H. Markham & Construction Labor Operating Labor	Co ← :	5505 52 74737 66	\$ 3.22 # 1.16	170.78 866198	1057.74
Professional Services: Construction 2 Carponters			دومت الأنا		
5 Laborers Operating			3.50	19.50	
14 Yardusu 6 Smeltermen 1 Baghouse Man			57,00 16,50 1,50		
1 Roustabout 2 Laborers			3.50		121.50
A juster's Salary					230,00
Adjuster's Expense					10.00
		Total (Year	1920)		1419, 29
adjustment Promium Paid W. H.	Markimu	& Co. Deces	1919		And to the second of the secon
		Grand Total			1.50% 97

## Cost of Lishility Insurance

Item of Expanse Frofessional Services Adjuster's Salary and Expense	For Cent of Labor Pola 1.2065 .1308 .4220
Total (Year 1920).	1.1606
Adjustment 1919 Premium Paid W. H. Markham & Co.	.0183
Grand Total Gast	1,0719

#### **CONFIRMATION TELEGRAM**

SENT THIS DAY BY

#### AMERICAN ZINC COMPANY OF TENNESSEE

MASCOT, TENN.

February 2, 1921.

W M

W. F. Rossman, 1012 Pierce Building, St. Louis, Mo.

Thanks information regarding ore. Stop. Have wire today from Markham quoting following final proposition full coverage and medical aid lead smelter one dellar forty-eight, mill one dollar seven, average including clerical approximately one dollar twenty-two. Stop. Recommend giving this business to Markham on above basis unless saving effected by reduced rates from other Company is considerable. Stop. Please wire advice.

H. I. Young.

DATE	то wном	ADDRESS	SENDER	128	SENT	CHARGES	NUMBE
2/2/2	1 WFRoseman	St. Louis	HIYoung	Postal	3:30 PM	Mo.	R-51

#### CONFIRMATION TELEGRAM

SENT THIS DAY BY

# AMERICAN ZINC COMPANY OF TENNESSEE MASCOT, TENN.

250 m

Pebruary 3rd, 1921

J. A. C'Hellaron, Manager, Casualty Department, W. H. Markham & Co., St. Louis, Mo.

Has Rossman renewed Mability Insurance with your Company.

W. E. Wampler.

DATE	то жном	ADDRESS	SENDER	SENT	CHARGES	NUMBER
2-3	J. A. O'Ballaron	St. Iouis. Mo	W. F? Wampler.	Postal	No.	R54

Day Letter

Night Message

Night Letter

If no class of service is designated the telegram will be transmitted as a fast day message.

# WESTERN UNION TELEGRAM

St. Louis, Mo. Feb 3rd, 1921

H. I. Young.

Mascot, Tenn.

Yes Sir. Rossman ordered renewal our Company.

J. A. O'Hallaron.

CLASS OF SERVICE	1
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If no class of service is designated the telegram will be transmitted as a fast day message.

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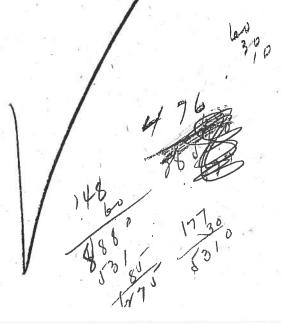
# WESTERN UNION TELEGRAM

St. Louis, Mo. Feb 3rd, 1921,

H. I. Young

Placed Insurance with Matkham, full coverage and Medical aid. Smelter Mill 177, Mine 476 stop. Your wire said 107. Markham said must be a mistake in transmission.

W. F. Rossman



CLASS OF SERVICE	SYMBOL
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appears after the check (number of words) this is a telegram. Other-wiselts character is indicated by the symbol appearing after the check.

# WESTERN UNION

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

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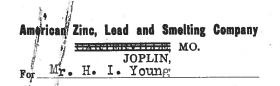
W & WAMPLER

1921 FEB 3 - AM 11 50

RECEIVED LETTER FROM MARKHAN CO CONFIRMING LIABILITY RATE WIRED YOU FOR FIVE AND TEN THOUSAND LIMITS ALSO URGING PROMPT RENEWAL WITH THEM ACCOUNT PRESENT POLICY EXPIRES TODAY PRESUME YOU ARE HANDLING FROM MASCOT STOR HAVE HEARD NOTHING FROM MR. YOUNG REGARDING TAX DISTRIBUTION FOR CLOSING ACCOUNT PLEASE WIRE

CARE AMERICAN ZINC CO KNOXVILLE TENN

G W JOHNSON.



COPY

25 Gm

February 8th, 1922.

Mr. W. F. Rossman, Vice Prews, 1012 Pierce Building, St. Louis, Mo.

Dear Sir:

As you know, the Liability Insurance rates we have been paying Markham & Company under Liability Insurance Policy covering this property in the Ocean Accident & Guarantee Corporation are as follows:

Lead and Zine Mining, Prespecting and shaft sinking,	4.76
including installation of machinery and erection.	
construction and repair of premises and plants (1154)	
Ore Orushing (1450)	1.772
Leed and Zine Smelting (1438)	1.478
Office Employees - exclusively engaged in Office duties	•08

This present Policy expires today. Mr. O'Halleron came down to see me yesterday and offers renewal policy giving us full Liability and Medical Aid coverage on the following rates:

Lead and Zino Mining, Prospecting and shaft sinking,	4,77
including installation of machinery and erection,	
construction and repair of premises and plants (1154)/	
Lead and Zino Smelting	1.519
Ore Concentration and Amalgamation	1.61
Office Employees - Exclusively engaged in Office duties	+07

He is, of course, holding up covered by binder until renewal is authorized. The rates last above mentioned are arrived at by taking the manual rates, deducting an "Experience Oredi" of 12.3% and adding 10% to these reduced rates to cover full medical aid.

At the time the policy which has just empired was issued the Workman's Compensation Act was expected to become a law and we were not charged in this policy the 10% for full medical aid which all Insurance Companies are, as I understand it, applying at this time on account of the increased uncertainty that the Workman's Compensation Act will become apparative.

I have gone ever the matter of bur "Experience Credit" very carefully with Mr. O'Halleron and you will note that the renewal rates offered are not in such excess of our past rates as will involve any considerable increase in premium. The principal advantage in continuing under this policy as against placing the insurance outside is, that all of our surface mining labor which, in connection with the High Five we anticipate will be considerable during the year, can come under the rate of 1.81 which particularly covers the Custom Mill at Granby which is used

Mr. W. F. Rossman. - 42

for custom work and is independent of any mining pay roll.

As you know, our adjustments under the present policy have been quite satisfactory and it is my idea that it will be mighty good business to place renewal through Markham & Company on the rates offered at once. If this meets with your approval kindly wire me upon receipt of this letter so that I can dispose of the matter.

Yours very truly,

Manager.

WEW/R

CC to H.I.Y.

erican Zinc, Lead and Smelting Company CARTERVILLE, MO.

H. I. Young.

COPY



7

F obrancy 16th, 1921.

Hr. Robert Elliet, Carthage, Mo.

My dear Bob:

Confirming my conversation with you, beg to advise that, on account of material reduction of our operating activity in this District and as a result of which our payroll arpenditures for the current year will be quite low, we have decided it to our advantage to secure full coverage and full medical aid from our Insurance Company. The Full Coverage Policy became effective February 6th on which date the Deductible Polycy expires.

Under the Full Coverage Policy we will, of course, not assume any responsibility for adjustments or for medical aid, and it is with regret that we must advise you that we will have no need for your service after March lat, 1921.

Your annual report for the year 1920 indicates that there are no matters which arose under the Deductible Policy which cannot be finally disposed of by March ist and I wish you would, between this date and March 1st, give me a letter in the form of a final report disposing of all matters in your department arising under the Deductible Policy.

Both personally and on behalf of the Company the writer begs to express appreciation of the satisfactory manner in which you have handled the various duties which have been assigned to you during your long connection with this Company.

With best personal regards, I am

Yours very traly.

Mamager,

WEV: M

W. E. WAMPLER, MANAGER
G. W. JOHNSON, Asst. MANAGER

. CARTERVILLE, MO.

256-77

F ebruary 17th, 1921.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

We have received Binder from the Ocean Insurance Company covering our Operations from the expiration of the Deductible Policy on February 8th until February 23rd, and we have now received the new Policy itself which covers our entire Operations at Carterville and Granby (including the Lead Smelter) for one year, expiring February 8th, 1922. Under this Policy we receive full liability coverage and the Insurance Company pays for full medical aid and the rates are as follows:

Mining,	4.76
Milling,	1.772
Smelting,	1.478
Clerical.	•08.

We will not require the services of an Adjuster under the present form of Insurance, and we have therefore advised Mr. Elliot to complete all unfinished business in connection with the Deddctible Policy in his department and make us a final report by March 1st, at which time we will be able to dispense with his services.

The new policy, as well as the Deductible Policy, contains the following as "Declaration No. 6" "The employees whose remuneration is made exempt from premium charge are as follows; corporate officers and clerical office force at St. Louis, No." I am calling this to your attention for the reason that, as you know, we are not at this Operation paying promium on the salaries received by either Mr. Johnson or myself. Kindly advise if there should be any change of practice here in this connection.

In view of the reduction in our payroll expenditures here, I feel that the present policy is decidedly better than the old form, and I think the rates secured are very satisfactory.

Yours very truly,

Mamager

WEW: M

For H. I. Young.

February 17th, 1921.

Mr. H. A. O'Hallaron, Manager Casualty Dept., W. H. Markham & Company, St. Louis, Mo.

Dear Mr. O'Hallaron:

I have just received from Mr. Rossman
Ocean Policy No. ED-147494 in full liability and medical aid coverage on our Mining and Smelting Operations in Jasper and Newton
Counties, Missouri. We have been advised by Mr. Ray Bond to
make report of all accidents occurring during the life of this Policy
to him and will act accordingly.

Please advise if we are right in our interpretation of the following details of the policy in question.

Workmen's Compensation Endorsement: we assume the policy shall, under this endorsement, cover the obligations of the Insurance Company in the event any Compensation law becomes effective during the life of the policy until a compensation policy is substituted therefore. The endorsement specifically covers the law of 1919 in this respect.

We assume that the minimum premium mentioned in "Declaration No. 12" means minimum premium during the life of the policy and is not to be interpretated as minimum monthly premium.

Monthly Premium Adjustment Endorsement; we assume that the premium due your Company on labor paid by us during the last menth of the policy period will be deducted from the pelicy premium and the balance of the deposit will be refunded to us at that time, provided we should not continue Insurance with your Company after the expiration of the present policy. If we are correct in our interpretation of the above details of the policy, we are glad to advise that this policy is in satisfactory form. Hindly advise at once.

Thanking you for the favorable consideration you have given our risk, and trusting that you have by this time recovered from your recent illness, I am, with best personal regards

Yours very truly.

Observanger

**加西斯**#賈

American Zinc, Lead and Smelting Company CARTERVILLE, MO.

COPY

For H. I. Young.

February 17th, 1921.

Mr. W. F. Rossman, Vice President, 1012 Pierce Building, St. Louis, Mo.

Dear Sir:

This will acknowledge with thanks receipt of your favor of February lith enclosing Ocean Employers' Liability Folicy EO-147494, in full coverage and including full medical aid on Mining and Smelting Operations of this Company at Carterville and Granby, Missouri, and in form to include any operations elsewhere in Jasper and Newton Counties, Missouri.

We will handle the payment of premiums under this Policy in the usual manner.

Thanking you very much for your assistance in obtaining the favorable rates, we are

Yours very truly,

Managar.

WEW: H

256 M February 19. 1921. Mr. Robert Elliott. Carthage. Missouri. My dear Bob: I have just received copy of Mr. Wampler's letter to you of the 16th advising about the new insurance which is necessary on account of our reduced operations. I assure you I regret exceedingly that it is necessary on account of this new arrangement to discontinue your services. The several years of our association together in the Company have been very pleasant and I want to assure you if I can be of any service to you in securing other work I hope you will not fail to call upon me. I expect to be in the Joplin District during the month of March with Dick Polhemus, at which time I will have the pleasure of seeing both you and Mrs. Elliott. With best regards. I am Very truly yours. Managor Of Mines. HIY\*M HSM-0177

256-M February 21, 1921. Mr. W. E. Wampler, Manager, American Zinc, Lead and Smelting Co., Carterville, Mo. Dear Ward: Referring to yours of the 17th regarding Liability Insurance, do not believe you should be required to pay premium on the salaries of yourself and Wr. Johnson which are paid from Boston. I thank you for your letter of the 17th regarding the cement factory proposition located near Oronogo and will appreciate your advising me of any new developments in connection with this proposition. Yours very truly. Manager Of Mines. HSM-0178

W. E. WAMPLER MANADER G. W. JOHNSON, ASST. MANADER

CARTERVILLE, MO. February 23rd, 1921.

Mr. H. I. Young, Manager of Mines,

American Zinc, Lead & Smelting Company,

Mascot, Tenn.

Dear Howard:

I am writing Mr. O'Halleron, copy of which letter is enclosed herewith, advising him that no premium will be computed on the salaries of Mr. Johnson or myself under the new Full Coverage Liability Policy. I will advise you if Mr. O'Halleron does not agree to this arrangement.

Yours very truly,

Manager

WLW/R

For\_\_\_\_\_

Pebruary 25rd, 1921.

Mr. J. A. O'Halleren, Manager, Casualty Department, W. H. Markhum & Company, St. Louis, Mo.

Dear Mrs O'Hallerons

Parther emmination of Ocean Policy So. 147494 discloses under "Declaration So. 6" the following: "The Ampleyees whose remneration is made except from premium charge are as follows; corporate officers and elevical office force at St. Louis, No."

This sum declaration occarred in the Deductible policy. Under the present arrangement the Manager and the Assistant Hanager at this property is paid through the Boston office and Mr. Young advises me that premium is paid on these sularies under the Boston Office Limitity coverage. We have, for this reason never included the risk or the premium on those two members of the experimental under the Boston that the above mentioned declaration Ho. 6 days he propostly equationed by us as emilating from premium charges the salaries paid the Legal Manager and Assistant Manager. Kindly advise at once and oblige.

Yours very truly.

Hamage P.

WEW/A CO to H.I.Y.

# American Zinc, Lead and Smelting Company CARTERVILLE, MO.

For H. I. Young,

C O P Y

25 W

February 28th, 1921.

Mr. J. A. O'Hallaron, Manager Casualty Dept., W. H. Markham & Company, St. Louis, Mo.

Dear Sir:

I thank you for your favor of February 25th, enclosing Endorsement excluding from coverage under Policy EC-147494, the compensation paid the Manager and Assistant Manager at this property. We have attached the original of the Endorsement to the policy above mentioned and are returning herewith signed copy of duplicate as requested in your favor.

Yours very truly,

Manager.

WEW/R

MINING DEPT.

# 256-W QUARRIES CLUB OF CARTHAGE

#### CARTHAGE, MISSOURI

March 7, 1921.

best Eccious

Howard I. Young, Esq.,

Mascot, Tennessee.

My dear Howard:-

I received your letter of February 19th some little time ago, and wish to thank you for the kindly feeling expressed therein. I fully appreciate the situation in this district, and, furthermore, appreciate the very great kindness heretofore shown memby the American. My connection with the Company was the most pleasant of any of my business experiences, and I count the officers and employes with whom I was associated among my best and closest friends.

When you and Big Dick come through here, I can assure you that both Mrs. Elliott and I will certainly be glad to see you.

Sincerely yours,

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St. Louis. Mo., March 21st, 1922.

Mr. Ward Wampler, Manager, American Zinc, Lead & Smelting Co., Court House Building, Joplin, Missouri.

Dear Ward:

Regarding your Liability Insurance.

You will remember when I sent you this policy I told you that the Bureau had made a mistake and issued a rate card at improper rates on it but they did not know it. I was confident that they would not discover their mistake, but it appears that shortly afterwards they did discover it and they sent me a disapproval slip, revising the rate. I have been stalling them off for several weeks, figuring that every day meant a saving to you, but it has now gotten to a point where they are demanding action from me and I am therefore under the necessity of issuing the enclosed endorsement, correcting your rate to what they say it should be, as of April 1st.

Even this revised rate I assure you is much lower than you can get from any other company, inasmuch as I have succeeded in getting their consent to the separation of the milling operations from the mining operations. If you were to place a risk of this kind with the Aetna, for instance, they would insist on including the milling operations above ground at the same rate as the mining operations below ground. In other words, they won't make any distinction as the rate in the Manual is a flat rate for work above and below ground.

You will note that the rate in the emclosed endorsement is \$5.064 below ground, and above ground it is only \$1.92, which is a very wide difference in rate.

You will also note that whereas in the present policy we are charging you a rate of \$4.77 per \$100 for drivers and helpers, under the revised endorsement the rate is only \$1.618.

The rate of additions to and alterations of plant in the new endorsement is \$2.51, while the rate for installation of equipment is \$2.30. These are slightly higher than the rates in the policy which I delivered to you, but they are still a radical reduction under the rate for the governing classification or lead and zinc mining, which the classification, "alterations, repairs and installation of machinery should ordinarily take. In other words, I have gotten this payroll split up under so many different classifications that it really represents a considerable saving to you under what you would be able to obtain if you went out into the open market for this insurance.

Mr. Ward Wampler - - - 2.

I regret sincerely that I was not able to keep the Bureau's mistake under cover, but I suppose some busy-body at the Bureau get to checking over the rates promulgated by them and discovered their error and promptly notified our Home Office.

At that, I have succeeded in holding the original rate in force from February 8th down to April 1st and trust that you will see fit to attach the original of this endorsement and sign and return the duplicate.

The Bureau is still laboring under a mistake which I assume they will not discover unless objection is made to this endorsement. The mistake they are laboring under is that at the High-Five Mining Company they are giving you a divided payroll on the top and ground work because they think the mill is located several miles away from the mine. If they knew the mill were located at the top of the mine they would not stand for the divided rate. Therefore, if you want my personal opinion, I think in order to shut them up and kill any further investigation of this matter it would be advisable to accept this revised endorsement and let the matter ride.

However, I will place myself under your instructions and whatever you want me to do I will be glad to try it out. My advice is to keep the enclosed endorsement and sign the duplicate.

Yours very truly,

W. H. MARKHAM & COMPANY.

Signed: J. A. O'Halloran.

Manager, Casualty Dept. American Zinc, Lead and Smelting Company

ON JOPLIN,

For JOPLIN,

March 24, 1922.

Mr. J. A. O'Hallaron, Manager Casualty Dept. W. H. Markham & Company. 1601 Railway Exchange. St. Louis. Mo.

Dear Jost

I am in receipt of your favor of March 21st, enclosing rate endorsement making certain slight increases in the rates under which our present pelicy \$30-149495 covering full liability and medical aid on our operations in Jasper and Newton Counties was issued on February 8th, and note that these endorsement rates are to become effective April lat.

I note with interest your comment touching on the developments which made the adjustment of these rates necessary and. under the circumstances I am inclined to accept the rate endorsement effective April 1st.

Before disposing of this matter, however, I which you would advise me fully how the new rates were arrived at. It is my understanding that the present rates were based on the rates under the policy which expired February 8, 1921, plus the addition of a 10% rate for full medical aid, minus a certain experience credit we were entitled to. As mentioned above, I would now like to have analysis of the new rates in whatever detail you can render same. With this information I believe I can handle the matter at this end so that our insurance will continue under the present policy at the new rate.

Thanking you for your usual promp attention and with best personal regards. I am

Yours very truly.

WEW \*P

W. E. WAMPLER, MANAGER
G. W. JOHNSON, ABST. MANAGER

JOPLIN, MO.

CARTERVILLE, MO

P. O. BOX No, 870

March 24, 1922.

Mr. H. I. Young, Manager of Mines American Zinc, Lead & Smelting Co., Mascot, Tenn.

Dear Howard:

Enclosed please find correspondence with Mr. O'Halloran which is self-explanatory. For your information, beg to list below comparison of rates which will show the effect of the increase in rates referred to in Mr. O'Halloran's letter, copy of which is enclosed herewith.

	Endorsement Rates Effective 4/1/22.	Present Rate
Lead and Zinc mining, prospecting and shaft sinking, including installation of machinery and erection, construction and repair of premises and plants. (1154).	<b>\$5.064</b>	4.77
Ore concentration and amalgamation. (1452).	1.923	1.81
Lead and zinc smelting (1430).	1.618	1.51
Office Employees, exclusively engaged in office duties.	.074	•07
Salesmen, collectors and messengers.	•074	•07
Drivers and drivers helpers.	1,618	4.77
Chauffeurs and chauffeurs helpers.	1.618	4.77
Locomotives or other self-propelled vehicles operated over tracks by assured.	5.801	4.77
Additions to, alterations in and extraordinary repair of the Assured's buildings & plants,	2.516	2.372
Installation of additional mechanical equipme	at. 2.302	2.17

On our present basis of operation the increase in monthly premium under the new rates would amount to only approximately \$2.25 to the Smelting Department and \$11.30 to the Mining Department, so that in view of the circumstances I believe we should accept the rate endersement. Kindly advise unless this meets with your approval.

Yours very truly,

OEcoacupacy Manager.

WEW\*P

256-7 March 28, 1922. Mr. W. E. Wampler, Manager. American Line, Lead & Smelting Co., P. C. Box 870. Joplin, Missouri. Dear Ward: I note yours of the 24th enclosing copy of correspondence with Mr. O'Hallaron of W. H. Markham and Company. I believe even with the increased rate. O'Hallaron's proposition is a much better one than you can obtain elsewhere, therefore trust you will close with him at an early date. Yours vory truly. Manager Of Mines. HIY: M HSM-0190

W. E. WAMPLER, MANAGER G. W. JOHNSON, Asst. MANAGER JOPLIN, MO.

CATTERWILLE, MO

P. O. BOX No. 870

March 29, 1922.

256

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

My dear Howard:

Please find enclosed Detailed Statements covering cost of

Liability Insurance for the year, 1921.

Yours very truly,

Asst. Manager.

GWJ\*P

Encl.

W. E. WAMPLER, MANAGER G. W. JOHNSON, ASST. MANAGER JOPLIN, MO.

CARTERVIELE, MOE
P. O. BOX No, 870

April 1, 1922.

156 - M

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tenn.

Dear Sir:

I am in receipt of your favor of March 28th, and have today returned signed Accepted Rate Endorsement to W. H. Markham & Company so that our liability coverage will continue under our present Ocean Policy with the increased rates mentioned in my recent letter to you effective as of April 1, 1922.

Yours very truly,

Manager.

WEW\*P

W. E. WAMPLER, MANAGER
G. W. JOHNSON, ABST. MANAGER

JOPLIN, MO.

P. O. BOX No. 870

April 5, 1922.

156-71

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tenn.

Dear Howard:

I have just gone over copy of Detail of Liability Insurance on Missouri Operations for the year 1921, copy of which Detail I believe has been mailed you. You will note the total cost in 1921 was 1.657% against 2.527% for 1920. We paid Markham & Company \$933.93 in premium during the year, and inasmuch as they made several small settlements in addition to the Sumney (alleged lead poisoning case) settlement of \$1250.60, our insurance paid well during 1921. As you have been previously advised, our present coverage is with these same people at a rate only slightly in excess of 1921 rates.

Yours very truly,

Manager.

WEW\*P

174-M 286-m April 15, 1922. Mr. W. E. Wampler, Manager, American Zinc. Lead and Smelting Co., P. O. Box 870. Joplin. Mo. Dear Ward: I have your personal letter enclosing Joe O'Hallaron's letter of March the 10th and am returning same herewith. I suggest that we should continue to permit them to write the Connecticut and the Line Company policies for at least another year as is suggested by Mr. O'Hallaron. At the time of renewing your policy in 1923 you can determine whether it is advisable to advise the Insurance Company that our operation should be separate from the Connecticut Linc. Yours very truly. Manager Of Mines. HIY:M HSM-0194

W. E. WAMPLER, MANAGER
G. W. JOHNSON, Asst. MANAGER

JOPLIN, MO.

P. O. BOX No. 870

August 10, 1922.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot. Tenn.

Dear Howard:

At 3:15 yesterday afternoon Clint Ebright, a machine man at the High Five Man, was struck on the head by a small boulder falling from the roof and fatally injured. Dr. Dumbauld attended Ebright at the mine and he was then brought in an ambulance to the Jane Chinn Hospital where he died of concussion of the brain at 5 P. M.

At the Coroners inquest this afternoon, the Jury returned the verdict of "Accidental death caused by falling rocks in mine". The funeral will be tomorrow at one o'clock. Ebright is survived by wife and three brothers. They had no children. We will lose two shifts on account of his death and burrial.

This accident occurred about 8' West of the Gould Pump sump. Ebright and his helper had completed their drilling for the shift and, according to the helper's statement, had gone to the North shaft for a wrench before tearing down their machine and firing their shots. Ebright had just stopped at the edge of the sump when a small bunch of dirt fell from the roof. One of the pieces of this material struck him on the head causing a deep wound and concussion of the brain. Each machine crew is supplied with all the tools necessary for their work and in any event the desired wrench could have been obtained from the crew in the neighboring drift in Ore Body No. 1, so that there was no necessity of this crew going to the North shaft for any tools. No request was made to John Burnsides for this wrench and he had been in their drift a few minutes before they left for the North end of the Mine.

Since starting work at the North shaft the sides of same and the roof of the mine near by have been watched closely and trimmed regularly after shooting. The place where this dirt fell has been regarded by every one is the safest places in the mine. Frank Fenix, Mine Inspector, was at the North shaft a few days ago and went down following the accident and he says he has always regarded this particular place in the mine as safe.

We regret this accident very much. We are giving close attention to roof conditions in all parts of the old mine which are being used in our current operation as it seems that most of the trouble from falling dirt occurs in this section of the property. We are using two roofmen at the property, both of whom are very good men. Every effort possible is being made to keep the mine safe.

Yours very truly,

Manager.

WEW\*P

ERICAN ZINC, LEAD AND SMELTING COMPA JOPLIN, MO. WAMPLER, MANAGER CARTERVIE G. W. JOHNSON, ASST. MANAGER P. O. BOX'No. 870 August 24, 1922. Mr. H. I. Young. Manager of Mines. American Zinc. Lead & Smelting Co., Mascot. Tenn. Dear Howard: Settlement of the claim of Mrs. Edith Ebright for the death of her husband, Clint Ebright, who died on August 9, 1922, from injuries received while in our employ at the High Five Mine has been made by Ray Bond. Agent for the Ocean Accident and Guarantee Corporation and we are enclosing herewith copy of release secured by Mr. Bond in connection

Settlement of the claim of Mrs. Edith Ebright for the death of her husband, Clint Ebright, who died on August 9, 1922, from injuries received while in our employ at the High Five Mine has been made by Ray Bond, Agent for the Ocean Accident and Guarantee Corporation and we are enclosing herewith copy of release secured by Mr. Bond in connection with this settlement. You will note that the total amount of the settlement was \$3125.10 including cash amounting to \$2800.00 which was paid to P. D. Decker, Attorney for Mrs. Ebright, and funeral expense amounting to \$325.10 which was paid direct by Mr. Bond for the Insurance Company. While under our insurance policy the Insurance Company does not agree to pay funeral expenses, they recognized the advantage to them in this instance in connection with making the settlement, of our relieving Mrs. Ebright of these details, and very kindly agreed to assume all funeral expenses.

This was a clear case of accidental injury resulting in death but as it would have been a Jury Case, and, therefore, questionable as to the verdict, Mr. Bond decided it advisable to settle out of Court.

Yours very truly,

QE. Lu

Managar

WEW\*P

Encl.

I Will discuss outer phoses of Decker's agree in this case, which had to do with Bonds dresson to settle above case

When I see your WEW,

#### RELEASE

FOR AND IN CONSIDERATION OF the sum of Twenty-eight Hundred and no/100 (\$2800.00) dollars, to me in hand paid by The American Zinc, Lead & Smelting Company, the receipt of which is hereby acknowledged, and of the payment by said American Zinc, Lead & Smelting Company of the following bills and expenses incurred as a result of the injuries and death of my husband, Dlint Ebright: bill of Webb City Undertaking Company, in amount of \$312.10 (including undertaking services, burial lot at Mt. Hole cemetary, flowers ordered by me, casket, etc); bill of Dr. B. A. Dumbauld in amount of \$10.00; and bill of Jane Chinn Hospital, Webb City, Missouri, in amount of \$3.00; the payment of all of said bills by said American Zinc, Lead & Smelting Company for my benefit being hereby acknowledged;

I, Edith Ebright, wife and now widow of said Clint Ebright, deceased, do hereby remise, release and forever discharge the American Zinc, Lead & Smelting Company, its officers, agents, employees, successors and assigner, from any and all actions, cause or causes of actions, claims and demands that I have, or may hereafter have, against said American Zinc, Lead & Smelting Company, for or on account of the outlays and expenses incurred by me for physicians, medicines, hospital bills, nursing and other attentions given or rendered to my said husband, said Clint Ebright, as well as on account of any and all damages which I have suffered, or may hereafter suffer, by reason of and on account of the loss of services and death of my said husband, caused or occasioned by reason of and on account of certain bodily injuries sustained by my said husband on or about the ninth day of August, 1922, (from which injuries said Clint Ebright died on the same date) at the mine of said American Zinc, Lead & Smelting Company, known as the "High Five Mine" and located near Waco, in Jasper County, Missouri, for which injuries and damages I have claimed the said American Zinc, Lead & Smelting Company to be legally liable, which liability is expressly denied; it being the purpose of this release to forever discharge, acquit and absolve said American Zinc, Lead & Smelting Company, its officers, agents, employees, successors and assings from any and all liability to me on any account whatever arising from said injuries to and death of my said husband, said Clint Ebright.

It is expressly understood and agreed that the said sum of \$2800.00, and the payment of the expenses and bills hereinbefore set forth, is the sole consideration of this release, and the consideration stated herein is contractual, and not a mere recital; and all agreements and understandings between the parties are embodied and expressed herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Joplin. Missouri, this 23rd day of August, 1922.

	Signed: Edith Ebright.	(SEAL)
WITNESSES:		
P. D. Decker	<del></del>	
Louise Scott		
	-000-	

STATE OF MISSOURI, ) County of Jasper. ) ss

On this 23rd day of August, 1922, before me, a Notary Public within and for Jasper County, Missouri, personally appeared Edith Ebright, to me known to be the person dewcribed in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at my office in Joplin, in said County and state, the day and year above written.

Signed: RAY BOND, NOTARY PUBLIC.

For\_\_\_\_\_

January 25th, 1923.

Mr. H. D. Smith, Comptroller, Romm 800-55 Congress St., Boston, Mass.

Dear Sir:

I am enclosing herewith data compiled on our Liability Insurance Experience for the year 1922, in which I thought you might be interested.

You will note the experience card furnished by the insurance company covering our labor shows a decided loss to them for the year even though all of their expenses in connection with this business was not included.

Very truly yours,

GWJ/HB

### American Zinc, Lead and Smelting Company

MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

January 25th, 1923.

Mr. H. I. Young, Manager of Mines, % Silver-Dyke Mining Company, Miehart, Montana.

My dear Howard:

I am inclosing herewith two sets of reports covering our Liability Insurance Experience for the year 1922.

You will note our net cost per \$100.00 labor paid.

was 3.28%, a very reasonable rate when you consider fining

operations cover a large portion of the total labor paid. I

secured from Mr. Bond, atterney for the Ocean Company, their

experience card for the year, which shows their expenditures,

outside of carrying expense, to be approximately \$1000.00 more

than we paid them, this being entirely due to the one fatal

accident at our High Five Mine.

Yours truly

GWJ:HB.

HSM-0203

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## AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON.

MANAGER OF MISSOUR! MINES

JOPLIN, MO.

February 6th, 1923.

Mr. H. I. Young, Manager of Mines, % Silver-Dyke Mining Company, Niehart, Montana.

My dear Howard:

The employers liability policy, issued by the Ocean Company through W. H. Markham and Company, under which we have been operating for the past year expires on February 8th. They submit a new policy No. EC-150683 for a renewal of this coverage, bearing higher rates but still on the divided payroll basis, namely underground and surface. This increase is based on our experience for the past year which, as you will note by the liability insurance statements mailed you several days ago, was not good.

I am listing the several rates in effect at this time for comparison with the rates under the new policy:

Classification	Old Rate	New Rate
Mining, Prospecting, Shaft Sinking, etc. Ore Concentration & Amalgamation Lead & Zinc Smelting Office Employees, Salesmen, Coly Lectorsteetc. Drivers & Drivers Helpers	5.064 1.923 1.68 .074 1.618	5.25 1.99 1.80
Additions to, Alterations in, and Extraordinary Repairs of Insured Buildings and Plants Installment of Additional Mechanical Equipment	2.516	2.61

In all other respects the new policy is the same as the one expiring on the 8th except, of course, our deposit will increase from \$266.22 to \$301.13.

I understand from Mr. O'Halloran, representing Markham and Company, these new rates are still three and ope-half per cent lower than the manual, supposed to be in use by all companies writing Liability insurance and that it is very doubtful whether the divided rate can be secured from any other company. The increase in rates for the operating department you will note amounts to approximately three and one-half per cent while to the smelting department approximately eleven and one-half per cent.

I called Mr. Rossman over long distance today and it is perfectly satisfactory with him we allow the new coverage to become effective and I believe, as far as the operating department is concerned, we will be unable to do better with some other concern. If you do not agree with me in this matter and would rather I secure rates from the other companies represented in this district, I will gladly do so.

In connection with our coverage I wish to advise Mr. O'Halloran told me theConnecticut Zinc Corporation's policy would not be renewed on the divided rate basis and, in fact, it was not likely any kind of concessions will be made, in other words, they will probably have to pay the manual rates, the same for both underground and surface work. A word from you may help them out some.

Kindly acknowledge receipt and advise.

Very traly yours

Manager.

GWJ: HB.

P.S. We have thirty days in which to decide whether we wish to keep this policy in force, during which time cancellation can be made on a pro rata, using the high rates during the time covered.

IJ:B.

Hom February 9, 1923. Mr. G. ". Johnson, Manager of Missouri Mines, American Zinc, Lead & melting Company. Missouri. Joplin. Doar Wess:thank you for yours of the 25th enclosing copy of report on our Liability Insurance at our Missouri operations for year 1922. Please adviso me where copies of this have been sent as I wish to report on same with comments. If you have mailed any to any other office, please send me copy of correspondence in this connection. Would appreciate if you would kindly give me copy of any correspondence you have had from time to time with either Ft. Louis or Boston Office. Very truly yours, Managor of Mines. HIY:B HSM-0208

February 10, 1923. Mr. G. W. Johnson, Manager of Missouri Mines, American Zicn, Lead & melting Company, Joplin, Missouri. My dear Wess:-I have yours of the 6th. advising as to new rates that will be effective on our Liability Insurance Policy. ' It will be entirely satisfactory to accept policy with these new rates. Very truly yours, Manager of Mines. HIY:B HSM-0209

256-m

### AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON.

MANAGER OF MISSOURI MINES

JOPLIN, MO.

Feb. 14th, 1923.

Mr. H. I. Young, Manager of Mines, c/o Silver Dyke Mining Company, Neihart, Mont.

My dear Howard:

With reference to the Liability Insurance Experience reports mailed you on the 25th, I mailed Mr. Smith the only other copies sent out of this office. A copy of my letter to him is enclosed herewith.

I have had no other correspondence with either the St. Louis or Boston Offices in regard to our Liability Insurance but discussed the new policy rates with Mr. Rossman over the telephone as explained in my recent letter on the subject.

I have intended sending you copies of all correspondence with our several offices pretaining to any matters that I thought you would want to keep in close touch with and I don't at this time re-call anything of importance that you have not either heard from me direct or received a copy of my letters covering the subject. We have had considerable correspondence with Mr. Smith in regard to closing out accounts for the year, 1922 but I ion't believe you would be interested in these details.

Very truly yours,

Menager.

GWJ/R

American Zinc, Lead and Smelting Company

COPY

For Alfering many mines

ALEXANDER & ALEXANDER

August 15th, 1923.

American Zinc, Lead & Smelting Company, Granby, Missouri.

Attention: Mr. G. W. Johnson.

Dear Sir:

At the suggestion of Mr. Rossman, we are taking the liberty of addressing you with regard to your Employers' Liability Insurance, covering your Granby Operations.

We are at present handling the Compensation insurance for both the American Zinc, Lead & Smelting Company of Illinois and the American Zinc Company of Tennessee.

If you will allow us the privilege of handling this insurance for you, at the expiration of your present policy, we will guarantee to reduce the cost to you a minimum of 5%, and to place same in a standard stock Company meeting your approval.

If agreeable to you, the writer will be glad to call on you the next time he is in St. Louis.

Awaiting with interest your further advises, we are,

Very truly yours,

ALEXANDER & ALEXANDER. INC.

(Signed) C.S. Drew

Manager, Casualty & Surety Department.

COPY

Mr. H. I. Young.

August 20th, 1923,

Alexander & Alexander, Inc., Baltimore, Maryland.

Attention: Mr. C. S. Drew, Mgr. Casualty & Surety Dept. Gentlemen:

I thank you for your favor of August 15th offering a more favorable proposition on our Employers' Liability Insurance coverage than we now have and suggesting you call on your next trip west.

The writer will appreciate very much your advising when you next expect to be in Joplin that we may discuss in detail the best proposition you have to offer.

Yours very truly

Manager.

GWJ: HB.

HLS.

AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON.

MANAGER OF MISSOURI MINES

JOPLIN, MO.

210 71

August 20th, 1923.

Mr. H. I. Young, Manager of Mines, Silver Dyke Mining Company, Niehart, Montana.

My dear Howard:

I am inclosing herewith copy of correspondence with Alexander and Alexander, Incorporated, insurance brokers, wishing to figure with us on our Employers' Liability coverage. You will note their proposal contains a guaranteed five percent reduction in cost to us as compared with our present policy rates.

Is there any particular reason why we should continue to handle this business through W. M. Markham and Company should Alexander & Alexander make us a better proposition, placing the insurance in a good strong company?

Should their representative call I will secure their best proposition and submit same for your approval.

Yours very tru

Manager.

GWJ: HB . CC: HLS.

JAN TON

Heihart, Montana. August 25, 1923.

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Co., Joplin, Missouri.

Dear Wess:

Referring to yours of the 20th regarding liability insurance, will appreciate if you will submit Alexander and Alexander's proposition before giving them any of the business.

Markham and Company has always token very good care of us and unless there will be a material saving by giving the business to Alexander and Alexander, don't think we should do so.

Very truly yours.

Hamger of Hines.

HIY:M.

## AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

256-M

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

December 14th, 1923

Mr. H. I. Young, Manager of Mines American Zinc, Lead and Smelting Company Mascot, Tennessee

My dear Howard:

Several months ago one of the car bumpers at the High Five Mine, a Mr. D. Lanier, was injured when the hoisterman allowed a can to drop on to another that had just been pushed into the shaft and from which the bumper's hand had not yet been removed. Lanier's left hand, except for thumb, was severed.

Following the accident both our Mr. Hood and Mr. Bond for the insurance company kept in close touch with the case, it being generally understood the injured would settle on an equitable basis as soon as he had recovered sufficiently from his injury. However, without notice or mention of any kind having been made to the Company or the insurance company, the case reached the hands of Perl Decker.

The insurance company has tried to settle for thirty-five hundred dollars but Decker demands he receive forty-two hundred dollars. Now I understand Bond took the matter up with his company, recommending they pay four thousand dollars, and, if necessary, the additional two hundred, but his principals will not agree to this, stating they will go into court first.

There being very little question of the Company's liability in this case, Mr. Bond is anxious to settle out of court as he is inclined to believe the jury will allow five thousand dollars or possibly more. In taking the matter up with his company, they suggest settling, providing we, the American Company, will pay all over thirty-five hundred dollars. A took the matter up with Mr. Blair and it seems he is very much of the same opinion as Bond, as per inclosed copy of his letter to me on the subject.

Considering all the facts in the case and the opinions of both Mr. Blair and Mr. Bond, it would seem advisable to pay five hundred or possibly seven hundred dollars, of which the American Company, under our contract with the High Five Mining Company, will stand only half the cost but, on the other hand, it is quite apparent the insurance company is taking advantage of us. We, of course, can refuse and let the case go to trial and take chances on a court decision of over five thousand dollars, which is the limit of liability the insurance company will pay but Blair seems to think with the kind of juries we have been having recently a ten thousand dollar allowance would not be surprising. My recommendations would be for you to give me authority to nego-

Mr. H. I. Young Page No. 2

tiate with Bond for the insurance company on the basis of a final settlement for a maximum of forty-two hundred dollars, our share being a maximum of seven hundred dollars. We may be able to reach an agreement at less cost to us or possibly arrange with the insurance company to carry the entire burden.

Since the insurance company insists on our sharing in this loss, I think we should seriously consider any proposition made us by Alexander and Alexander, who expect to figure on our coverage for next year. There is no doubt our business for the past two years has been unprofitable but under the contract I feel the insurance company should meet their obligations.

Awaiting your advice with interest, I beg to remain

Yours very truly

Manager.

GWJ: HB.

COPY

For Mr. H. I. Young.

December 14, 1923.

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Company, Building.

Dear Sir:

With reference to the injury to D. Lanier at the High Five Mine, and the matter of settlement therefor, beg to advise:

The investigation of the facts made by the Insurance Company shows that Lanier was a "bumper" in the ground; that at the time of his injury he had just pushed a loaded can on to the dog house and had his left hand on the edge of the can, in the act of stopping the car; that an empty was lowered down the shaft, and instead of the empty being steadied or stopped when it reached a short distance above the loaded can, as was the usual practice, the empty was lowered striking the loaded can and Lanier's hand and cutting off all of his left hand, including the palm, except the thumb.

The hoisterman states that the hoist was defective and slipped; he has the reputation of being an unusually competent hoisterman. The above outline of facts is substantiated by the hooker, Lamb, and shows the other bumper present at the time.

This statement of facts shows a case of liability on the part of the Company. The injury is serious and, of course, permanent.

The Insurance Company has offered to settle for \$3500., but Lanier's attorney advises that settlement cannot be made for less than \$4200. It is not at all unlikely that settlement can be made for \$4000. The Insurance Company askst that the American Company pay the amount necessary to settle above \$3500, the Insurance Company taking care of the medical bills. If this case reaches a jury, there is no doubt but that there would be a substantial verdict for the plaintiff. My estimate of the possible recovery is from three thousand to seventy-five hundred, with a strong likelihood of the recovery being more than five thousand for the reasons: First, there is absolute liability on account of a defective hoist; secondly,

American Zinc, Lead and Smelting Company JOPLIN, MO.

COPY

Mr. H. I. Young

GWJ-2 12/14/23

the plaintiff is twenty-eight years old, is a man of very pleasing personality, and has a wife and one child about six years old.

While it seems to me that the Insurance Company is pursuing very unusual tactics in asking the insured to contribute to the settlement of \$4000, I do believe that it would be economy to contribute \$500 towards the settlement rather than take the chance of the verdict in this case being more than five thousand dollars.

Very truly yours,

H. W. Blair,

By (Signed) S.

HWB:S

24 6 M

December 17, 1923.

Mr. G. W. Johnson, Manager, Joplin, Missouri.

My dear Wes:

I have yours of the 14th regarding settlement of injury to Mr. D. Lanier. I am surprised that the Insurance Company has taken the attitude indicated in your letter. It is my understanding that they are to pay all injuries up to \$5,000.00 and I suggest if they lay down on this case that you take same up direct with Mr. O'Hallaron of W. H. Markham and Company, trying to reclaim any amount that we might have to pay in settlement of this case.

I note what Mr. Blair says about the case, therefore you have my authority to close in the best possible way.

Yours very truly.

MANAGER OF MINES.

HIY: M.

## AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

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P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

December 28th, 1923

Mr. H. I. Young, Manager of Mines American Zinc, Lead and Smelting Company Mascot. Tennessee

My dear Howard:

Again referring to the Lanier case mentioned in recent correspondence, I am pleased to advise the Ocean Company has settled for four thousand dollars plus doctors' and hospital bills in the amount of one hundred thirty-three dollars and we will not be called upon to participate.

Your advice to me in the matter of settlement corroborated with statements I had made to Mr. Bond and materially strenghthened my arguement offered Mr. O'Halloran. The result was just as I had hoped for and in addition to this I think it will have a good effect on the Ocean Company's adjustor, who I feel quite supe in this case failed through lack of attention and keeping in close touch with the injured to secure a settlement at from fifteen hundred to two thousand dollars less than was paid. Several of our employees have justly complained of not having received due consideration and this point was brought out in my discussion with 0 Halloran in a rather casual way which no doubt had considerable bearing on their distant our participation in the Lanier settlement.

Very truly yours

GWJ:HB.

## AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

256-W

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO. January 12th, 1924

Mr. H. I. Young, Manager of Mines American Zinc, Lead and Smelting Company Mascot, Tennessee

My dear Howard:

Mr. R. S. Henderson of Tulsa, Oklahoma, representing Alexander and Alexander, Incorporated, called on me yesterday in regard to our liability insurance coverage, renewing their offer to guarantee us a minimum saving of five percent over any proposition W. H. Markham and Company can make us, also to place our insurance with a company that will be satisfactory to us in every way.

Alexander and Alexander cannot furnish us with a schedule of rates at this time as they are not familiar with our "experience" and they do not care to make a bid for the business on that basis, therefore, the more general offer of a certain saving. I understand they will either secure rates below any Markham and Company can quote or account for the difference from their portion of the premiums we pay or, in other words, from their commissions.

They suggest the U.S. Fidelity and Guarantee Corporation or Travelers (the latter I believe cover Tennessee operations) but in any event to insure with a company that meets with our approval.

I am expecting Mr. O'Halloran of W. H. Markham and Company to call on me within the next few days, at which time he will no doubt submit a renewal policy for the year 1924. The policy now in effect expires on February 8th.

I think we should seriously consider the saving offered us by Alexander and Alexander but will defer recommendations until I hear from O'Halloran. I am inclined to believe our rate for the year 1924 will be higher than 1923 account of our unfavorable experience and, as you know, this forms the basis of our rating.

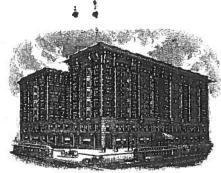
I would like to have your views on this matter.

yours very truly

Manager

GWJ: HB.

25671 January 14, 1924. Mr. G. W. Johnson, Manager. P. O. Box 870. Joplin, Missouri. Dear Wes: Referring to yours of the 12th regarding liability insurance. I am in favor of giving our Missouri business to Markham and Company providing their rates are not substantially increased over 1923 rates. Very truly yours, MANATER OF MINES. HIY: M. HSM-0222



ABSOLUTELY FIRE PROOF



Excellent Caleand Coffee Shop

LEONARD-HOWELL CO., OWNERS J.W. HOWELL, GENERAL MANAGER

JOPLIN, Mo. | - | 7 - 192

War Gunard.

Mr. Johnson will write you about the change in insurance from Ocean to U.S. J.M. - The situation is simply thatthe Ocean has quit- the leght of me field, in common with the artna Southern Thousan granate and the only sampany left-here is the M.S. J. +9. - as I showed Mr. Johnson The Ocean has had shore than 100% loss ratio and is this. - I have written your insurance in h. S 3.49. at - plightly afformed rates, and its the only way ruless you want to bry a reciprocal, and I am informed they are assissing as high ast 100 my parsonal advice is to accept - the M. S. J. od for This year. - Next-year the sit-



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Excellent Cafe and Coffee Shop

LEONARD-HOWELL CO., Owners J.W. HOWELL, GENERAL MANAGER

JOPLIN, Mo. 1- 1924

may change - also tell Rossman to let the preter riche along at the advanced pater mentioned by Mr. I golinson because if the smetter is cut out the M. D. 7 TJ. may drop the balance. The situation is too tight right now to take any chances - Next year there may be other companies in this feely but right now the M. S. F. J. Co is the only patration.

Noch Kind personal regards Jam Ancurely yours

Suprollaran

B.S. - I just-renewed the Or havis Amelting Ref. Co. in M.S. J. 79, at - 71% increase over actua rates, as actua declined M. Even at - 71% increase their frem. runs #36000 = per aum right-now.

## AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

256-11

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

Joplin, Mo. January 17th, 1924

Mr. H. I. Young, Manager of Mines American Zinc, Lead and Smelting Company Mascot, Tennessee

My dear Howard:

Mr. O'Halloran of W. H. Markham and Company called on us yesterday to cancel the Ocean Company's policy, the expiration date of which is February 8th. The Ocean Company is pulling out of this district, following the Aetna, London and Southern. I understand their experience in the lead and zinc mines has been very unsatisfactory due, I believe, to the fact we have no compensation law and too, the state commissioner is fighting all insurance companies.

Mr. O'Halloran arranged for our coverage by the U.S. Fidelity and Guarantee Company, Baltimore, Maryland at new rates that are, generally speaking, much higher than we have paid heretofore. It seems the U.S. F. & G. Company offers the only coverage available except the reciprocal companies which I am sure we had better avoid so long as possible. Our coverage now corsists of a ten day binder which must be either accepted or rejected by January 26th. We are charged with the Missouri manual rates plus fifteen percent for medical aid but still maintain a split payroll. Mr. O'Halloran tells me we are the only mining company in the entire district that has been allowed this concession and that the rates made us are much lower than generally used.

For comparison I am listing the rates we have been paying under the Ocean policy and those now in effect under the U.S. F. & G. binder:

Classification 01	Rate	New Rate
Mining Milling Smelting Drivers, Drivers Helpers and Chauffeurs:	5.25 1.99 1.80	5.04 2.91 3.20
Granby: Mill & Miscellaneous Smelter Waco:	5.25 1.80	2.91 3.20
Mining, Milling & Miscellaneous Clerical	5.25 .077	5.04 0.00

You will note a reduction in the mining rate but an increase in all other rates. This, I understand, is due to a change in the Missouri

Mi. H. I. Young, Page No. 2.

manual that became effective this last September, also a five percent increase was allowed for medical aid. You will also note they do not quote us a rate for office employees and it is my opinion we should not ask for it as there is practically no hazardous work involved.

The smelter rate shows the greater increase but, in as much as we are not likely to operate at Granby plant to any great extent during the year 1924, I would recommend acceptance of the increase because it has a very good effect on the mining and milling rates, also the special classifications allowed us.

I will not communicate further with Alexander and Alexander until I hear from you but I am inclined to believe they can save us at least five percent but may now be forced to place the coverage with some other company that the US. Fidelity and Guarantee.

Please let me have a reply by return mail and oblige.

Yours very

Manager.

GWJ: HB.

256M

January 19, 1924.

Mr. J. A. O'Halloran, % W. H. Markham and Company, St. Louis, Mo.

My dear Joe:

I have yours of the 17th and have also received letter from Mr. Johnson regarding insurance.

I am sorry that it was necessary for the Ocean to pull out of the Joplin field. It looks like the best bet for us is the Company you recommend.

You will hear direct from Mr. Johnson regarding this.

Very truly yours.

MANAGER OF MINES.

HIY: M.

256-71

January 19, 1924.

Mr. G. W. Johnson, Manager, Joplin, Missouri.

Dear Wes:

I have yours of the 17th advising of your interview with Mr. O'Hallaron of W. H. Markham and Company. I am sorry to note that the Ocean, Aetna, London and Southern Insurance Companies have all pulled out of the Joplin district. This is certainly a bad thing for the field and does not speak verywell for their safety work.

I think under the circumstances the best thing to do is to give this business to the U. S. Fidelity and Guarantee Company at the rates mentioned in your letter. It is my understanding that your milling rate is the one that has the principal increase. The rates in your letter indicate that the mining rate is lower on the new policy than the old. As you say, the lead smelter will no doubt not be operated, therefore I cannot see where there is any objection for accepting the high rate they mention for this operation.

Under Waco you list mining, milling and miscellaneous new rate at \$5.04. I presume this is an error as I understand the milling and miscellaneous come under the \$2.91 rate. I do not think it is necessary to have any insurance on our office employees.

I presume you will take the question of rate on lead smelter up direct with Mr. Rossman before authorizing policy

Mr. Johnson -Page No. Two. January 19, 1924.

to be written. I do not believe it would be well under the circumstances to take this question up with Alexander and Alexander.

Yours very truly,

MANAGER OF MINES.

HIY: M.

# AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

256M

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

January 19th, 1924

Mr. H. I. Young, Manager of Mines American Zinc, Lead & Smelting Co. Mascot, Tennessee

My dear Mr. Young:

I am inclosing herewith liability insurance statements covering Missouri Operations for the year 1923.

Please acknowledge receipt

Very truly yours

Manager

GWJ:HB. CCS:WAO. HLS.

# STATEMENT OF LABOR UPON THICH LIABILITY LIBURANCE WAS PAID DURING THE YEAR 1925

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Smelter Custom Mill Rules & Reg. Opr. Exp. I Grandy Machine Shop Fromerty Examination Stock Fuel	169.03	· 257.90	1270.35 196.88 52.50 126.03	7306.52 1153.22 537.50 715.64	Smalter Clarical Construction  99	527.01 1350.10 600.00 842.87 1585.95				
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# AMERICAN ZING LEAD AND SMELTING COMPANY JOPLIN MISSOURI

## DETAILED COST OF LIABILITY INSURANCE FOR YEAR 1923

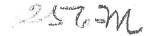
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(#5000 and \$10000 Limits)	
#ining # Miscellaneous	514.65 389.21 2705.86 06.04 579.55 665.59 5.67 150.06 155.73 .63 .63 .645 7.05 .48.74
Total Cost Liability Insurance for year 1925	5580,97
Average Cost per \$100.00 Labor Paid in 1923  LIABILITY INSURANCE COMPANY'S EXPERIENCE CARD  (Furnished by Adjuster)	5.408
Major Acadents (Loss of Hand):  Medical Expense, Hospital, Etc.  Indemnity	367.35 352.00 33.00
Total Cost 1923 Coverage to Date	00.00 4133.00
Medicul Expense, Hospital, Etc. 1 Indomnity	24.00 00.00 224.00
Grand Total Expanditures during 1925	5594.35

## DESAILS OF LIABILATY RESURCE FOR CEAR 1923

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### AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON, MANAGER OF MISSOURI MINES

JOPLIN, MO.

January 22nd, 1924

Mr. H. I. Young, Manager of Mines American Zinc, Lead and Smelting Company Mascot, Tennessee

My dear Howard:

I am inclosing herewith copy of letter addressed to Mr. Rossman in regard to liability insurance coverage and as soon as I receive a reply will close up with Markham and Company.

In the third paragraph of your letter of January 19th, you apparently have misread the rate set out in my letter of the 17th. You will note the \$5.04 rate listed as mining, milling and miscellaneous follows under the heading of Drivers, Drivers Helpers and Chauffeurs, this applying our mining operations at Waco only.

Yours ve

GWJ: HB.

256 W

For Mr. H. I. Young.

January 22nd, 1924

Mr. W. F. Rossman % American Zinc, Lead and Smelting Company 1004-1013 Pierce Building St. Louis, Missouri

Dear Mr. Rossman:

Several of the liability insurance companies in this district have pulled out for various reasons, leaving the U.S. Fidelity and Guarantee Company and a few reciprocal companies to handle the business down here. The Ocean Company, who carried our coverage, cancelled their policy a few days ago and we are now working under a hinder with the U.S. Fidelity and Guarantee Company.

It seems a new rating was put into effect last September, I presume by the state commission, which has increased smelter coverage from \$1.80 to \$3.20 per \$100.00 labor paid. Other rates were also increased with the exception of mining.

Although the lead smelter may not be operated by the company during the year 1924 the potentiality of this business has a good effect on the rates applying to other departments and on which we pay considerable liability insurance, therefore, I am in favor of accepting the smelter rate providing the Company does not expect to operate on a large scale and providing we cannot get a much lower rate through some other company.

Please advise by return mail if it will be satisfactory for us to close with the U.S. Fidelity and Guarantee Company through W. H. Markham and company, our brokers. I must either accept or reject the new policy within a very few days but under existing circumstances I think I had better accept.

Yours very trul

Manager.

GWJ:HB. CC:HIY.

256-7

January 23, 1924.

Mr. G. W. Johnson, Joplin, Missouri.

Dear Wes:

This will acknowledge, with thanks, yours of the 19th enclosing Liability Insurance State-ment covering Missouri operations for the year 1923.

Yours very truly.

MANAGER OF MINES.

HIY: M.

For Mr. H. I. Young

256774

January 24th, 1924

Mr. W. F. Rossman, Vice President American Zinc, Lead and Smelting Company 1004-1013 Pierce Building St. Louis, Missouri

Dear Mr. Rossman:

I thank you very kindly for your favor of January 23rd authorizing our acceptance of the U.S. Fidelity and Guarantee policy covering the Granby lead smelter.

We will procede on the plan outlined in my letter of the 22nd and should there be any change made in the schedule of rates originally submitted for our approval I will let you hear from me.

Yours very truly

Manager.

GWJ: HB. CC: HIY.

AMERICAN ZINC, LEAD & SMELTING CO.

FOR ST. LOUIS

256-M

January 26, 1924.

Mr. G. W. Johnson, Mgr., American Zinc, Lead & Smelting Co., P. O. Box 870, Joplin, Mo.

Dear Mr. Johnson: -

Note from your letter of the 24th inst.

that you have arranged for the U.S. Fidelity & Guarantee Company to cover the casualty risk of the Mines and Lead Smelter.

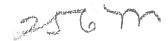
placed this risk with the U.S.F. & G. Co. on account of the Ocean cancelling. Now, I believe Markham has brokeraged this business and therefore if you wish to place the risk with Alexander & Alexander, it is all right with me as Markham has no strings on us. Some time ago I wrote Mr. Young about a special arrangement Alexander & Alexander had made with us and I understand they have made the same proposition to you, which will reduce the total cost. However, as the mining end is the large part of the risk, handle as you think best.

Yours very truly,

WFR-EW CC-HIY

Vice President.

## COPY



For Mr. H. I. Young.

January 28th, 1924

Mr. W. F. Rossman, Vice President American Zinc, Lead and Smelting Company St. Louis, Missouri

My door Mr. Rossman:

I thank you very kindly for your favor of January 26th and note with much interest your reference to Markham and Company's having brokeraged our liability coverage and that you have no objections to our placing the risk with Alexander and Alexander.

I have heard indirectly that the U.S. Fidelity and Guarantee Company is going to notify Markham and Company to cancel their policy just issued and received by us and if this is the case Alexander and Alexander will take over the risk, renewing with the U.S. Fidelity and Guarantee Company with a saving of at least five percent.

I am in a rather peculiar position with Markham and Company, having agreed to accept the policy on the terms submitted us. I have texen no action toward placing the business with alexander and Alexander but if they can make arrangements, over which we have no control and that will not jeopardize our friendly relations with Markham and Company. I see no reason why we should not close with them.

I will keep you advised.

Very truly yo

Manager.

GWJ: HB. CC: HIY.

AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

250 W

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

JUNE 6th, 1924

Mr. H. I. Young, Manager of Mines, Silver Dyke Mining Company, Neihart, Montana.

Dear Howard:

Under the Compensation Law of the state of Oklahoma a mine operator is liable for damage claimed by contract labor for personal injuries. This liability applies to prospect drillmen working on contract at so much per foot.

The liability insurance companies cover this risk at a low rate figured on the price per foot paid for drilling. In Kansas we are now paying \$1.81 per \$100.00 paid for footage drilled, while the mining and milling rate is \$5.04. I understand the rates in Oklahoma are practically the same.

Inasmuch as we will not employ other labor than drill-men for the next two or three months and until then we will not have decided definitely as to the extent of our mining operations, I would hardly recommend we take out a liability policy covering labor used in Ottawa County, Oklahoma for the present, but do not wish to take chances on possibly having to pay for personal injury to a drillman without your approval. The Compensation Policy issued in Mansas requires a \$150.00 deposit premium with a minimum of \$58.00 for the year. These requirements will no doubt apply in Oklahoma as well.

Please advise upon receipt of this letter whether you think it advisable to apply for coverage in Oklahoma immediately, or should we defer taking action in this matter until we determine by prospect drilling to what extent we will operate.

Very truly yours

Manager.

GWJ:FR

256711 Neihart, Montana. Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelt. Co., Joplin, MISSOURI. My door Wess: I have yours of the 6th regarding compensation insurande on our Oklahoma operations. Incommoh as the Oklahoma law is rather stringent, I suggest that you take out a policy covering our contract drilling in that field. The policy can later be transferred to the Company in the event we go sheed with mill construction. Very truly yours. MANAGER OF MITTES. HIY:S. HSM-0241

## AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

256AK

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

June 18, 1924.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I received yours of June 13th, authorizing liability insurance coverage on our Oklahoma drilling operations, and have today ordered a policy from the Sun Indemnity Company of London, a subsidiary of the Sun Tire Insurance Company of London, represented in this district by Ralph Burke. Several of the larger mining companies including the Federal Company, A. H. Gains and the Tabsas Explorations Company are doing business with the Sun Indemnity.

The rate in Oklahoma for mining, milling, prospecting and construction is \$4.47 for the present, but will no doubt be raised by the State Commission within the next thirty days. However any change that is then made will not be retroctive.

This company requires a deposit premium of only \$50.00 until our payroll shows a substantial increase. For drilling the high rate applies to only one third of the contract price paid the driller which yill mean in this case, a rate of \$1.49 on the full cost of trilling.

Yours you trul

dail: MB

250 M

June 23, 1924.

Travelers Insurance Company. Hartford, Connecticut.

Attention: Mr. Smith.

Gentlemen:

When you were last in Tennessee you advised me that your company was contemplating entering the Oklahoma mining field.

Our Company is just starting some prospecting work in that district and would appreciate your advising whether you are in position to handle this risk.

Awaiting your reply, I am

Very truly yours.

MANAGER OF MINES.

HIY: M.

CC: G. W. Johnson.



June 27, 1924

Assistant Secretary

Mr. H.I. Young, Manager of Mines American Zinc, Lead and Smelting Company Mascot, Tennessee

Dear Sir:

I beg to acknowledge your letter of June 23 and to advise you that The Travelers Insurance Company is not yet in a position to handle business in the Oklahoma mining field. We have not reached any definite decision as regards entry into this field and until we do we are reluctant to undertake business.

We thank you very much for your inquiry.

Yours very truly,

WEB-H

# AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

June 28, 1924.

STORY

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

addressed to the Travelers Insurance Company, inquiring as to whether they are in a position to cover our operations in Oklahoma. You no doubt have received my letter of June 18th advising you of this coverage being placed with the Sun Indemnity Company of London. Please advise if the Sun Company is not satisfactory to you, and whether you wish to cancel the order which I have placed with Mr. Burke.

Very truly yours,

GWJ: FR

Ty Ty

June 30, 1924.

Mr. G. w. Johnson, Manager, P. O. Box 870, Joplin, Missouri.

#### Dear Wes:

Referring to yours of the 28th regarding our Oklahoma liability insurance, it is satisfactory to carry this with the Sun Company until the Travelers enter that district.

Very truly yours,

MANAGER OF MINES.

HIY: M.

### AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON, MANAGER OF MISSOURI MINES

JOPLIN, MO.

September 24th, 1 9 2 4.

250 M

Mr. H. I. Young, Manager of Mines, c/o Silver Dyke Mining Company, Neihart. Montana.

Dear Howard:

Mr. Chas. S. Drew, of Alexander and Alexander, Inc., Baltimore, Maryland, called here yesterday afternoon for a discussion on our liability insurance coverage. He claims his company can secure a reduction in our rates, and if we will agree to give him the business when our policies now in force, expire, he will make the necessary arrangements for the publication of lower rates.

I do not like to take our Missouri ousiness away from Markham & Co., nor the Oklahoma policy from the Sun Co., unless we can secure a substantial reduction in costs by so doing.

To handle this matter to the best advantage, it would seem to me advisable for you to write Markham & Co., suggesting that it will be necessary for them to secure a substantial reduction in our rates to retain the business and at the same time. advise Alexander & Alexander, Ind., to proceed with their negotiations with the company how writing us, and if they are successful in arranging for lower rates than Markham & Company, that we will give them our business.

Yours

GWJ:FR

2 storm

otober 8. 1924.

Mr. J. A. O'Hallaron. W. H. Markham and Company. St. Louis, Missouri.

My dear Mr. O'Hallaron:

The Commany who is writing our liability insurance at other properties is making an effort to
secure all of our coverage by securing a reduction below present rates.

I would therefore surrest that you take steps immediately to secure a reduction on our Missouri coverace and advise me as to the best rate you can secure.

Awaiting your rooly, I am

Very truly yours.

PRATE TO THE PROPERTY.

HIY: M.

CC: 7. W. Johnson.

psom

October 8, 1924.

Mr. G. W. Johnson, Manager, P. O. Box 870, Joplin, Missouri,

Dear Wes:

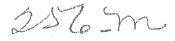
I have yours of the 24th regarding liability insurance on our High Five and Douthet property. I suggest that you write Drew asking him to advise what rates he proposes to write on these properties, then we can determine whether it is advisable to give him the business.

In accordance with your suggestion, I am writing Mr. Hallaron as per enclosed copy and will keep
you advised.

Very truly yours.

MANAGER OF MINES.

IIY: II.





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MANAGER AND TORNEY

W. H. MARKHAM & CO., General Agents
Railway Exchange Bldg.

JOSEPH A. O'HALLARON, Manager
ED. A. KEANE, Assistant Manager
Phones: Main 4950-Central 3725

ST. LOUIS, MO.

Oct. 10, 1924

Mr. Howard I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascott, Tennessee.

Dear Howard:

A short while ago Mr. Johnson had our Kansas policy covering your Kansas operations cancelled. I presume the company which carries your blanket insurance probably got him a lower rate in Kansas. I am communicating with the U.S. F. & G. in an effort to get them to do something in Missouri, if possible, but I haven't much hope that they can. However, I will advise you on this point in a few days.

As you probably know, the Aetna formerly run by Howard Gray, has cancelled off all lead and zinc mines in the Joplin district in Missouri. The Ocean has done likewise. The Maryland Gasualty Company quit some time ago, and the London Guarantee in which company I had the Connecticut Zinc Corporation covered has also quit. Southern Surety also pulled out of the lead and zinc field.

A few days ago I had an order to write a \$25,000 premium on a lead and zine mine in Southeast Missouri which I was obliged to decline although it was offered at full tariff rates. This is not only true of lead and zine mines in Missouri, but is true of many other lines. the Laws in Missouri are rather hard on an assured in that it is impossible to tell what a man is going to get before a jury, and it has been utterly impossible for the companies to keep ahead of their losses, particularly on lead and zine mines.

It has always been my policy in a situation of this kind to keep still, because I had an unfortunate experience with the Ocean. In a recent case I took up at the Assured's request with the Ocean Home Office the question of getting a reduction on a risk which paid us \$10,000 per annum. The Ocean not only did not make the reduction, but in looking over the schedule they discovered that this was a risk which the underwriters had instructions not to renew but on which they had slipped up, with the result that the Ocean not only declined to make a reduction but declined to stay on the risk at an increase which was off red by the Assured, and we had a difficult time placing the risk elsewhere. I am not sure yet that it is definitely placed. However, since you suggest it I will make an effort and see what happens.



NITED STATE

BRANCH

FIFTHOMENUE

MANAGER THE TORNEY

W. H. MARKHAM & CO., General Agents
Railway Exchange Bldg.

JOSEPH A. O'HALLARON, Manager
ED. A. KEANE, Assistant Manager
Phones: Main 4950-Contral 3725

ST. LOUIS, MO.

Oct. 10, 1924

#2

Mr. Howard I. Young.

CENTRAL 100

I cannot conceive how the company that is writing your Workmen's Compensation insurance can get a reduction in your Employers' Liability rate in Missouri, because compensation is not rated with liability: it is entirely distinct and separate. They are two entirely different kinds of insurance.

The premium on the operations conducted by you in South West Missouri at the present time runs about \$500.00 per month, and I feel certain that no material saving could be effected. I am wandering if it would not be better from your stand point to have the broker who is handling your blanket line pass this up, because if the U. S. F. & G. gets off I believe it would be difficult to get them on again as they have tightened up since we wrote this risk.

Yours very truly,

W. H. MARKHAM & COMPANY,

Manager,

Casualty Dept.

ORPORATION.LIMITED THE OCEAN ACCIDE

ANCH

W. H. MARKHAM & CO., General Agents Railway Exchange Building 'Phones: Main 4950 Central 3725 JOSEPH A. O'HALLARON, Manager BD. A. KBANE, Assistant Manager

ST. LOUIS, MO.

Oct. 11, 1924

Mr. Howard I. Young. Manager of Mines. American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Sir:

I am now advised by the Missouri State Life Insurance Company, with whom we had up the subject, that they will write the blanket accident policy on your men at a rate of \$4.50 for each \$500.00 of principal sum payable in the event of accidental death for occupational injuries only. This means that if you have 500 employees and you want to insure each one of them for \$500.00 that the premium will be the estimated number of employees multiplied by \$4.50, which would amount to about \$2250.00 per annum. The policy would cover only in case of accident occurring while they were working in your employ. In other words, if one of these employees went home in the evening and was over in Knoxville and got hit by a stree ear or automobile he would not be entitled to anything under this policy. He would have to be injured while he was engaged in his occupation on your behalf whatever that might be. This rate does not include any benefits payable in the event of anything other than a death benefit, which is, as I understand it, what you want. It does not cover death as a result of sickness. Only as a result of accident.

It looks pretty cheap to me.

The Missouri State Life Insurance Company is one of the large life insurance companies in the United States and has its head office in St. Louis.

I would like to hear from you Af you are interested further

W. H. MARKHAM & COMPANY.

Manager, Casualty Dept.

DICAL WORKN ION TUESDAY. NOV. 4th Yours very truly,

October 13, 1924. Mr. J. A. O'Hallaron, Manager. Casualty Department. W. H. Markham and Company. St. Louis, Missouri. My dear Joe: I thank you for yours of the 10th regarding liability insurance. Our reason for cancelling the policy on Mansas operation is that we have discontinued development work on this property. I note with much interest what you say regarding your experience in getting rate reduction and inasmuch as our premium is very small I think it would be well to let things ride as they are. Very truly yours. MANADER OF MINES. HIY: Ma HSM-0253

25/2 C

October 13, 1924.

Mr. J. A. O'Hallaron, S. W. H. Markham and Company, St. Louis, Missouri.

Dear Bir:

I have yours of the 11th advising that the Missouri State Life Insurance Company will write a blanket accident policy on our men for \$500.00 at a rate of \$4.50 per man.

ance would cover only death in case of accidents occurring while employee is working for us. This rate is higher than we had expected, therefore do not think we will consider the matter any further at this time.

half and if at a later date this form of insurance is again considered, will take the matter up with you.

Very truly yours,

MAHAGUR OF MINES.

HIY:M.

256m

THE OCEAN ACCIDENT & GUARANTEE CORPORATION, LIMITED,

OF LONDON, ENGLAND.

NITED

STATES BRANCE

14 FIFTH AVENUE NEW YORK

MANAGER AND ATTORNEY

W. H. MARKHAM & CO.
General Agents
Railway Exchange Building
'Phones: Main 4950 Central 3725
JOSEPH A. O'HALLARON, Manager
RD. A. KRANR, Assistant Manager

i ahen.

ST. LOUIS, MO.

October 15. 1924

Mr. Howard I. Young, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

In accordance with your letter of October 15th I will let the present policy on your Southwestern Missouri plant ride.

You may be certain that whenever there is any chance to have this rate reduced I will be glad to take advantage of it. I am sure you remember that when I carried this in the Ocean, by means of dividing the payroll which was not strictly in accordance with manual regulations, I was able to save you considerable money at that time.

I would be interested in hearing from you on group accident insurance policy rate which I recently quoted you in the Missouri State Life Insurance Company.

Yours very truly,

W. H. MARKHAM & COMPANY

Manager,

Casualty Dept.

256m

THE OCEAN ACCIDENT & GUARANTEE CORPORATION, LIMITED,

OF LONDON, ENGLAND.

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UNITED STATES BRAN

114 FIFTH AVENUE NEW YORK

CHARLE SHEEL

MANAGER AND ATTORNEY

W. H. MARKHAM & CO.
General Agents
Railway Exchange Building
'Phones: Main 4950 Central 3725
JOSEPH A. O'HALLARON, Manager
ED. A. KEANE, Assistant Manager

115 7 7 1

ST. LOUIS, MO.

Oct. 19, 1924

Mr. Howard I. Young, Manager, American Zinc, Lead & Smelting Co., Mascot, Tenn.

Dear Sir:

I note that \$4.50 is too high on your personal accident insurance in the Missouri State Life.

Would you mind telling me just what rate you would be willing to pay and I will put it up to them and ask them if it is 0. K.

Yours very truly,

W. H. MARKHAM & COMPANY,

Manager,

Casua ty Dept.

256 m

October 22, 1924.

Mr. J. A. O'Hallaron. W. H. Markham and Company, St. Louis, Missouri.

My dear Mr. O'Hallaron:

Referring to yours of the 19th, beg to advise we had in mind a rate of between \$2.00 and \$3.00 per man for \$500.00 life insurance on each of our employees.

Very truly yours.

MANA TER OF MINES.

HIY: M.

## AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

2570M

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

November 22, 1924.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I notice in this mornings issue of the Joplin Globe, the Oklahoma State Insurance Commission has granted a fifty percent increase in liability rates, which will make our coverage at the Douthat cost \$6.75 per \$100.00 labor paid. You will find attached hereto the rewspaper article which I understand covers the situation fully.

This naturally brings to mind the matter of the company organizing an insurance department to handle their own liability risk, and in view of the difficulties I understood you were having in Tennessee, I am strongly in favor of giving this problem serious study. I cannot see why the average cost under company management should exceed  $2\frac{1}{2}$  to 3% of the payroll of all our operations.

I will appreciate your letting me have your opinion of such a proceedure.

Yours yery truly

GWJ:FR

#### NCREASE INSURANCE SPECULATORS CAUSE DE WEAK OUGHATIONS RATE IN OKLAHOMA

A 50 Per Cent "Hike" is dranted to the Companyation Carriers on Mine Flaks,

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The Oklahama state insurance commission has granted a 30 per cent, increase in compensation itsurance and rates to insurance carriers defing husiness in that state, according to the ing husiness in that state, according granted by T. D. Dondover, secretary of the fri-state kind on the ingeneric in the secretary of the fri-state kind on the meeting of the Tri-state kind on the meeting of the Tri-state kind on the meeting of the Tri-state chapeages in the meeting of the meritage will be allowed. The increase will mean the raising of the hase rate from 4.27 to shout 8.75 per cent of the mean the raising of the hase rate from 4.27 to shout 8.75 per cent of the mean the raising of the hase rate from 4.27 to shout 8.75 per cent of the mean the raising of the hase rate from 4.27 to shout 8.75 per cent of the mean the raising of the base rate from 4.27 to shout 8.75 per cent of the mean the raising will be added the experience rating, which in some cases will only in the control of the mean the raising which in some cases will be added the experience rating, which in some cases will only the dest of sarrying lasurations of the European sinc went to state of course of the mean the raising which in some cases will be surprise rating, which in some cases will be surprise rating to the soft of sarrying lasurations of the European sinc went to state of course of commission, and at the time were lold that no increase would be allowed." The increase will mean the raising of the base rate from 4.47 to about 8.75 per cent of the nay roll. On top of this will be added the experience rating, which in some cases will bring the sost of carrying haurs and to 10 per cent of the total payroll, according to Conever.

The frairrance carriers made an application for a 100 per cent increase with the insurance commission early

It's now time to have the livestock m winter quarters also the farm

It farmers would marked only first class thill, the corner fruit stand would have to sell that hind.

World Conditions Justity Righer Zino Prices That Those New Proveding

naleng of the blase rate from 4.47 to bout 8.75 per cent of the nay roll. On the first will be added the series from 4.47 to the series of the world be added the series and the series are sains, which is a carrying home casses will bring the set of carrying home carrying home

in regain weeks. Some many in-terests do not believe that it will so much higher, but the world condi-tions minus speculative influences, justicy higher price than 7 cents. Stock Domestic Demand. Approach of investiony time has

caused bother slack demand for metal assons domestic consumers, but with the business condition in-dicating was expansion of business

CORN SUPPERS SETBACK

Market Closes at Low Point—Wheat Prices Hold Film.

Chicago, Nov. 21. Corn auffered a sharp setbatik in pride today as a result of enlarged offerings from the new orbp. Other grain was unset-tied as a consequence, but held

A Tanerty Bonds.

New York, New, 21. Liberty beinds closed: \$458, \$100,16; first \$458, \$101,21; second 448, \$101,3; third 448, \$101,14; fourth 448, \$102,1; F. B. 448, \$105,10.

in the spring, these concerns can hardly be expected to regrain from buying and aspecially so, if the ISM 0259 are shown signs of bellemining and her

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inspirance carrière to file separate fat file separate fat interesse amplications on the individual industries.

This was a dute, and the operatory shift for the series committee to Organization and the series and subject to the series to organization and the series and

went the most pronounced decline in officia.

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Price.

Wheat was upheld by fairly liberal deport business, about 1,000,000 bushels, besides thin was resoured in Arganism. Where harvesum in guing on and dry weather is wanted, Oats traders took their ous from the action of dain.

Most provisions were lower, inliteraced both by corn and bush.

fluenced both by corn and hoge.

Kanssa City Idyestocki

Kanasa Gitz, Nov. 11. — Cattle --Recelpts. 8,000; calves, 800; killing th

in the apring, these concerns that hardly be expected to redrain from buying, and sepecially in 17 the mar-led above signs of hell in the number

the weathers displayed in this Library by the Library by the Library by the Library by dry was also due to broth taking by speculators. Part of the weakness of London sine was an action of sympathy with the decline of Long due lead.

don laid.
Although the landon quotations regained part of their lass yesterday, it is known that the equivarial postion do dean attract is attent, and sufficiently strong to minimize any feer of a neutranted waterless.

Lead in America remains strong, both in relee and statistically. The larger part of the St. Louise lend sales are reported at \$75 cents, although leading interests are an abstract at an ending to hold price in bounds by affering some lead at \$40, so it is said. At \$75 cents, salers of piglead in the west are making some price in the the \$120 price, and marinally no recession in price van be visualized by the producers.

#### LEAD AND ZINC

London Nov. 11, then apot till 2s, sd. dumers 182, 12s, sd.
Elme spot ses, 12s, ed. funires
534, 12s, ed.
New York, New 21.— head
steady, spot 8,65 mt. 01; sine
steady, Bast St. Douls spot, and

futures 6180 @ 6.82.

251 November 25, 1924. Mr. G. W. Johnson. P. O. B. x 870. Joplin. Lio. Dear Wes: I have yours of the 22nd relative to increase in liability insurance rates in the State of Oklahoma. We are still carrying our insurance here thru Alexander and Alexander at a satisfactory rate but expect it will be necessary to start carrying our own insurance at any time. I seriously doubt whether your Douthat payroll will be sufficient to warrant our carrying this risk. will appreciate, however, if you will present some figures on this at an early date, at which time if it seems advisable, we can take the matter up with our Boston office. Very truly yours. . MANAGER OF MINES. HIY:M. HSM-0261



# AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

November 28, 1924.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

Referring to yours of November 25th in regard to liability insurance, I would not under any circumstances recommend the company carry the risk on our Douthat Mine only, but I do think a big saving can be realized by throwing all company operations under an insurance department. Every plant operation may not show a saving each successive year, but over a period of several years, and taking into consideration all of our holdings, I think results would be very satisfactory.

I cannot offer you any definite figures, but you may recall what Mr. Polhemus told us We New Jersey Company has been doing along this line. I expect our payroll at the Douthat Mine to run around \$1500.00 per week, which of course does not amount to much except when rates are very high as they no doubt will be in Oklahoma.

However, in this connection I wish to advise the Sun Indemnity Company, by whom we are now insured, are pulling out of the district, leaving only the WS. Fidelity & Guarantee outside of participating companies. The R.L. Burke Insurance Agency through whom we secured the Sun coverage offered to transfer our risk to the J.S. F. & G. at the present basic rate of \$4.47, claiming that if a new policy can be taken out as of this date, or

72.

between now and December 1st, the lower rate will remain effective for twelve months; in other words, we will avoid the \$6.75 rate for that period. I therefore told Mr. Burke to make the transfer immediately, which I trust, will meet with your approval.

lery/truly yours

Manager.

GWJ:FR

December 2, 1924.

Mr. J. W. Johnson, Manager, P. O. Box 870, Joplin, Missouri.

My dear Wes:

I have yours of the 28th regarding liability insurance and I fully agree with you that a saving could no doubt be made in carrying our insurance by grouping all properties but the company at this time is not willing to do this, therefore it will be necessary for you to continue to carry liability insurance.

withdrawing from the field and that this insurance is being transferred to the J. S. Fidelity and Juarantee. This is the company that Drew of Alexander and Alexander represents and I think that you should advise Burke that you expect to transfer this business to Alexander and Alexander at the end of the policy year, in fact now would be an excellent time to transfer if it is not too late.

Yours very truly.

MAHA VER OF MINES.

Send the following message, subject to the terms on back hereof, which are hereby agreed to

WUN DL Joplin, Mo.

December 3, 1924

J. OF

Mr . H. I. Young,

Mascot, Tenn.

Referring my letter November 28th Burke now advises Oklahoma liability rate will advance fifty percent December 1st regardless policy date stop Do you think possible secure lower rate through Alexander and Alexander Will defer making deposit on new policy until you advise.

G. W. Johnson

words, this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

## NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Il nome of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 418 UNION AVENUE, KNOXVILLE, TENN.

NAB98 44 BLUE

JOPLIN MO 3 300P

H I YOUNG

MANAGER OF MINES AMERICAN SINC LEAD & SMELTING CO

KNOXVILLE TENN

REFERRING MY LETTER NOVEMBER TWENTY EIGHTH BURKE NOW ADVISES
OKLAHOMA LIABILITY RATES WILL ADVANCE FIFTY PERCENT DECEMBER FIRST
REGARDLESS POLICY DATE STOP DO YOU THINK POSSIBLE SECURE LOWER RATE
THROUGH ALEXANDER AND ALEXANDER STOP WILL DEFER MAKING DEPOSIT ON
NEW POLICY UNTIL YOU ADVISE

G W JOHNSON.

inos de

HSM-0265

CLASS OF SERVICE DESIRED
TELEGRAM
DAY LETTER
NIGHT MESSAGE
NIGHT LETTER
Patrons should mark an X opposite the class of service desired;
OTHERWISE THE MESSAGE
WILL BE TRANSMITTED AS A
FULL-RATE TELEGRAM

WESTERNUNION WESTERNUNION TELEGRAM

GHECK GASH OR CHARGE

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT .

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Joplin, Mo. December 3, 1924.

H. I. Young, Manager of Mines, american Line, Lead & Smelting Co. Knoxville, Tennessee.

REFERRING MY LETTER NOVEMBER TWENTY EIGHTH BURKE NOW ADVISES OKLAHOMA LIABILITY RATES WILL ADVANCE FIFTY PERCENT DECEMBER FIRST REGARDLESS POLICY DATE STOP DO YOU THINK POSSIBLE SECURE LOWER RATE THROUGH ALEXANDER AND ALEXANDER STOP WILL DEFUR MAKING DEPOSIT OF NEW POLICY UNTIL YOU ADVISE.

C. W. JOHNSON

Day Letter-Chg.

A.Z. I. & S.Co.

## CONFIRMATION TELEGRAM SENT THIS DAY BY

2507

#### AMERICAN ZINC COMPANY OF TENNESSEE

MASCOT, TENNESSEE

December 3, 1924.

C. S. Drew, c/o Alexander & Alexander, Baltimore, Md.

Please wire our Missouri manager G. W. Johnson your best rate on mining property liability insurance located in Northeast Oklahoma zinc-lead field.

H. I. Young

DATE	то wном	ADDRESS	SENDER	SENT	CHARGES	NUMBER
		······································				

12/3/24 CS Drew Baltimore, Md. Hiyoung WU NL MO. R2177

## CONFIRMATION TELEGRAM SENT THIS DAY BY

256716

#### AMERICAN ZINC COMPANY OF TENNESSEE

MASCOT, TENNESSEE

December 3, 1924.

G. W. Johnson, Manager, 235 Mckinley Building, Joplin, Mo.

Your wire Think now good time to transfer insurance to Alexander and Alexander and I have wired Drew requesting he wire you direct best liability rate on your property.

H. I. Young

				1		
DATE	то wном	ADDRESS	SENDER	SENT	CHARGES	NUMBER

13/3/24 GWJohnson Joplin, Mo. nHIYoung WU NL MO. R-2178



#### ALEXANDER & ALEXANDER

INCORPORATED

#### INSURANCE

25710

Baltimore - December 5, 1924.

Mr. H. I. Young, Manager of Mines, American Zinc Lead & Smelting Company, Mascot, Tennessee.

Dear Mr. Young:-

In compliance with your request of December third, we wired Mr. Johnson to-day as per the attached copy of telegram herewith.

We trust our quotation will be satisfactory to Mr. Johnson, and that we may receive instructions to place this basiness.

With kind personal regards, we are,

Casualty

Manage

Yours very truly,

ALEXANDER & ALEXANDER, INC.

CSD:VMG ENCS.

E	
CLASS OF SERVICE DES	IRED
Fast Day Message	1
Day Letter	
Night Message	
Night Letter	

# FILE COPY TELEGRAM

ALEXANDER & ALEXANDER, INC.
BALTIMORE, MD.

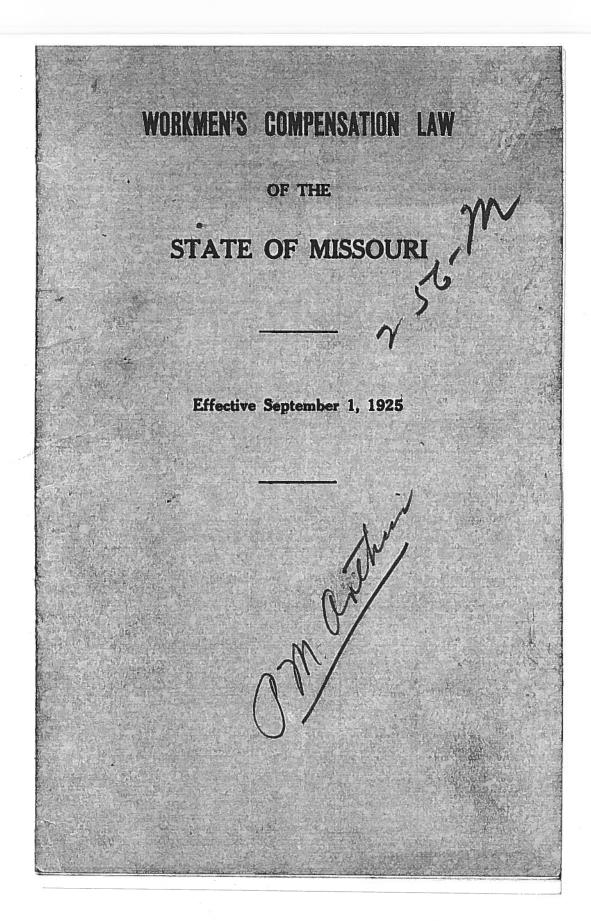
DECEMBER 5TH, 1924

G W JOHNSON MANAGER AMERICAN ZING LEAD AND SMELTING COMPANY JOPLIN MISSOURI

COMPLIANCE MR YOUNGS TELEGRAM THIRD INSTANT WOULD ADVISE BEST RATE
OBTAINABLE MINING PROPERTY LOCATED OKLAHOMA SMELTERS TWO DOLLARS SEVEN
CENTS PER ONE HUNDRED DOLLARS PAYROLL MINING SIX DOLLARS SEVENTYFIVE
CENTS PER ONE HUNDRED DOLLARS PAYROLL LIMITS SINGLE DEATH FIVE THOUSAND
STOP WILL ISSUE ENDORSEMENT INCREASING DEATH LIMIT TO TEN THRUSAND AT
EXTRA COST SIX PERCENT WITH UNDERSTANDING IF NO DEATH DURING POLICY YEAR
EXCEED FIVE THOUSAND ADDITIONAL SIX PERCENT WILL BE REMITTED YOU STOP
RATES OKLAHOMA CONSIDERABLY INCREASED EFFECTIVE DECEMBER FIRST ALL POLICE ES
MUST BE ENDORSED THAT DATE STOP WILL PLACE BUSINESS UNITED STATES FIDELIT
GUARANTY COMPANY WHO HANDLE YOUR ILLINOIS SMELTERS WE WILL GUARANTEE SAVII
OF FIVE PERCENT DURING POLICY YEAR

ALEXANDER & ALEXANDER INC

DAY LETTER CHARGE 116 3:00 PM CSD:VMG



Previous Folder

2576-M

## Metropolitan Life Insurance Company

Haley Jiske, President

GROUP INSURANCE DIVISION S. B. E. SEESE, SUPERVISOR EDWARD R. SEESE, SUPERVISOR

1602 FEDERAL RESERVE BANK BUILDING KANSAS CITY, MO.

January 3, 1925.

Mr. H. I. Young, American Zinc Co., McKinley Building, Joplin, Mo.

Dear Mr. Young:

I regret exceedingly that my trip to Picher was not completed in time to see you before it was necessary to take the train.

I am sure you gentlemen are interested in the goods that we have to offer. I might say in passing that I sold the Childress Mine our coverage for something over \$200,000 of insurance and have previously sold the Skelton Mining Company which together with the ten or more companies we had previously insured makes quite a formidable showing for the Tri-State district. The more companies we get under coverage, Mr. Young, the more we can do for you and for this reason I am especially interested in your company coming in.

This Group Insurance is not sold as was formally done where the employer pays all the cost for most of our recent cases have been sold on the contributory plan where the employee pays about 35¢ and the employer 15¢ per week. As you know, these fellows are improvident and left to themselves will not provide regular insurance but under our plan of payroll deduction they can pay this 35¢ just as well as not and in case of their death the families have something. And the company is relieved from contributing toward funeral expenses and assistance in setting the families to the relatives. Executives are doing a mighty fine thing when they are making it possible, and this is the only way they these miners can Juy this insurance at this cost, to buy insurance at wholesale at less than half the regular rates. See what a Godsend it is to those twenty men out of about one hundred of your employees who are absolutely unable to get any kind of Life insurance -- under our plan they too are covered just the same as the well men. If it is a good thing for Armour Packing Company, who have just bought \$30,000,000 of Life Insurance from our company, to enable their employees to buy this cheap Life Insurance, why is it not a good thing for the companies under your jurisdiction?

I hope that you had the opportunity to discuss this with Mr. Johnson because it is very easy for me to see him from time to time and not so easy to see you since you are so far away. I believe a word from you to him in approval is all that is necessary for us to put this coverage into effect. We will have no trouble in selling this to the required 75% of your employees for we have not failed in one single instance to do this and this is the requirement of the New Tork Insurance law that three-fourths of all the employees must come in before the policy can be made effective.

If this letter does not reach you in Joplin, it will, no doubt, be forwarded to you and I trust that you will give this matter your careful consideration and then write me as to what conclusions you have reached in the matter.

Very truly yours,

256M

#### THE OCEAN ACCIDENT & GUARANTEE CORPORATION, LIMITED

UNITED STATES BRANCH

114 FIFTH AVENUE NEW YOR

MANAGEN ON THE EL

I. MARKHAM & CO., General Agents Railway Exchange Bldg. 'Phone: Central 100 JOSEPH A. O'HALLARON; Manager ED. A. KEANE, Assistant Manager

ST. LOUIS, MO.

January 9th, 1925

Mr. Howard I. Young, Manager, American Zinc Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

Under separate cover I am sending you one of Markham & Company's daily date calendars with a separate leaf for each day in the year. This calendar has made a big hit in St. Louis and I know you will like it. I hope you will hand it on the wall opposite your desk as a daily reminder that Markham & Company are still doing business and a lot of it at that, and that whenever you get ready to take us on at Mascot, Tennessee we will be ready and waiting.

I was in Joplin Tuesday and had a talk with Wes Johnson about your Liability Insurance, and I gave him some tentative figures with the advice that I was asking the Ocean for its experience data with the understanding that if the experience showed up well for the four years prior to last year and earned a credit off of the manual rate we would file it with the Missouri Bureau, but if it did not show a credit but on the contrary showed a mebit which produces an increase over the manual rate that I would hold the rating data and let the U.S. Fidelity & Guaranty Company write the policy up at manual rates.

As I explained to Mr. Johnson there is one important thing that I have always been able to accomplish and that is to divide the payroll as between the mill and the mine. I do not think there is snother risk in the Joplin-Oklahoma District written at a division of payroll as the menual clearly provides that no division of payroll is permitted. The rate, of course, for milling operations is considerably lower than a mining proposition, and therefore it is a distinct advantage to have the payroll divided.

I understood from Wes that you were in Joplin Monday and am sorry I missed you as I was in Springfield:

With kind personal regards, I remain,

Yours very truly,

W. H. MARKHAM & COMPANY,

Manager.

Night Letter
Patrons should mark an X opposite the class of service desired;
OTHERWISE THE MESSAGE
WILL BE TRANSMITTED AS A
FULL-RATE TELEGRAM

## TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

**JOHNSON** 

Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

January 10, 1925. - Joplin, Mo.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co. Knoxville, Tennessee.

MARKHAM QUOTES RENEWAL RATES MISSOURI LIABILITY SEVEN TWENTY SEVEN SMELTING AND SIX CENTS OFFICE MILLING FOUR EIGHTY TWO FOUR THIRTY SEVEN AN INCREASE OF FORTY FOUR PERCENT FOR MINING AND APPROXIMATELY EXFTY RATES BUT ALEXANDER QUOTES SAME PERCENT FOR MILLING AND SMELTING STOP BASED ON LAST YEARS LABOR PAYMENTS GUARANTEES FIVE PERCENT SAVING STOP INCREASED PREMIUMS WILL AMOUNT APPROXIMATELY FIFTEEN MUNDRED DOLLARS AND FIVE PERCENT SAVING GUARANTEE AROUND TWO HUNDRED STOP RECOMMEND PLACING COVERAGE WITH ALEXANDER ADVISE

Day Letter-Chg. A.Z.L. & S.Co.

wise its character, is indicated by the symbol appearing after the check.

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

words) this is a telegram. Otherwiselfs character is indicated by the symbol appearing after the check.

The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME. RECEIVED AT 418 UNION AVENUE, KNOXVILLE, TENN.

JA98 78 BLUE 1/69

1925 JAN 10 PM 1 02

JOPLIN MO 10 1141A

H I YOUNG

MANAGER OF MINES AMERICAN ZINC LEAD & SMEDVING CO KNOXVILLE TENN
MARKHAM QUOTES RENEWAL RATES MISSOURI LIABILITY SEVEN TWENTY SEVEN
MINING FOUR THIRTY SEVEN MILLING FOUR EIGHTY TWO SMELTING AND
SIX CENTS OFFICE AN INCREASE OF FORTY FOUR PERCENT FOR MINING AND
APPROXIMATELY FIFTY PERCENT FOR MILLING AND SHELTING STOP
ALEXANDER QUOTES SAME RATES BUT GUARANTHES FIVE PERCENT SAVING STOP
HASED ON LAST YEARS LABOR PAYMENTS INCREASED PREMIUMS WILL AMOUNT
APPROXIMATELY FIFTEEN HUNDRED DOLLARS AND FIVE PERCENT SAVING
GUARANTEE AROUND

HSM-0274

symbol appearing after the check.

TELEGRAM

MESTERNUNIUN

TELEGRAM

GEORGE W. E. ATKINS, FIRST VIGENBER

Night Message N Night Letter N

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwiselts character is indicated by the symbol appearing after the check.

The filling time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME. RECEIVED AT 418 UNION AVENUE, KNOXVILLE, TENN.

JA98 SHOW 2/9

TWO HUNDRED STOP RECOMMEND PLACING COVERAGE WITH ALEXANDER ADVISE G W JOHNSON.

45 march mills

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Joplin. 16.

January 10, 1925.

Mr. H. I. Young,

Mascot, Tem.

Markham quotes renewal rates Missouri liability seven twenty-seven mining four thirty-seven milling four eighty-two smelting and six cents office an increase of forty-four percent for mining and approximately fifty percent for milling and smelting stop Alexander quotes same rate but guarantees five percent saving stop Based on last years report payment increased premiums will amount approximately fifteen hundred and five percent saving guaranteed around two hundred stop Recommend placing coverage with Alexander Advise.

G. W. Johnson

2576-M

## CONFIRMATION TELEGRAM SENT THIS DAY BY

#### AMERICAN ZINC COMPANY OF TENNESSEE

MASCOT, TENNESSEE

Jamuary 10, 1925.

G. W. Johnson, Manager. American Zinc, Lead & Smelting Co., 235 McKinley Building, Soplin, Mo.

Your wire satisfactory place insurance with Alexander.

H. I. YOUNG

					15		
DATE	то wнom	ADDRESS	SENDER	SENT	CHARGES	NUMBER	
	I						

1/10/25 GW Johnson Joplin, Mo. HIYoung POSTAL ST MO. R-35x 36

Jan. 10, 1925 Mr. S. B. Soese, C/o Motripolitan Insurance Co., 1502 Federal Reserve Bank Bldg., Kansas City, Mo. Dear Sir:-Yours of the 3rd, has been forwarded to me here, and beg to advise that the group plan insurance for our employees in the Tri-State Field will be considered and discussed when I am next with Mr. Johnson, which will be sometime in the next sixty or ninety days. Yours very truly, MANAGER OF MINES. HIY/S GC: Mr. G. W. Johnson. HSM-0277 AMERICAN ZINC, LEAD & SMELTING CO.

JOPLIN, MO.

H. I. YOUNG

256-m

January 14th, 1 9 2 5.

Mr. H. L. Smith, Comptroller, 800 - 55 Congress Street, Boston, Massachusetts.

Dear Sir:

I have yours of January 10th both in regard to public liability insurance coverage and the manner in which you wish us to handle our profits from mining operations in Oklahoma.

You will find enclosed herewith copy of letter addressed to Alexander & Alexander, Inc., Tulsa, Oklahoma requesting quotations on public liability insurance coverage. It occurs to me if their charge seems high as compared with the rate used by the company where we carry the risk ourselves, these operations should be included with Missouri, if this is possible, as I consider the risk practicelly nil. In my fifteen years experience with the American Company, I do not recall of a single claim having been made or settled.

have some bearing on this situation, which will of course come out when I hear from Alexander and Alexander.

Very truly yours,

MAGER.

GWJ: FR CC: HIY H. I. YOUNG

January 14, 1925.

Mr. R. S. Henderson, c/o Alexander & Alexander, Inc., Tulse, Oklahoma.

Dear Mr. Henderson:

Will you kindly quote us on public liability insurance coverage for our Oklahoma operations, Douthat Mine, Cardin, Oklahoma, also please let me have all particulars regarding the form policy generally used for a risk of the size and kind these operations would warrant.

Thanking you in advance for an early reply. I beg to remain

Yours very truly

GWJ:FR CC:HLS HIY Metropolitan Life Insurance Company
(INCORPORATED BY THE STATE OF NEW YORK)
Haley Hiske, President

GROUP INSURANCE DIVISION
S. B. E. SEESE, SUPERVISOR
EDWARD R. SEESE, SUPERVISOR

1602 FEDERAL RESERVE BANK BUILDING KANSAS CITY, MO.

January 16, 1925.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead and Smelting Co., Mascot, Tennessee.

Dear Mr. Young:

I thank you for your letter of January 10th and in the meantime when I am again in Joplin, I will call upon Mr. Johnson and give him a well defined idea as to what we are doing so that he will have some facts with him and I am sure that you will decide to put this on.

Very truly yours,

S. B. E. Seese

Divisional Sales Manager

SBES:W

256 M FRBRUARY 25. 1925. Metripolitan Life Insurance Company, New York City, N.Y. Gentlemen: -Your Mr. Seese recently called on us regarding industrial insurance for our employees, and left several booklets which we have examined. We are not in a position to give you our industrial insurance at this time, but would like to know whether we can arrange with you, on a satisfactory basis, to distribute two hundred fifty (250) each of your following books: "The Child". "The Metripolitan Cook Book". Please advise. Yours very truly. MANAGER OF MINES. HIY/S HSM-0281

Tulsa, Okla. March 26, 1925.

Mr. G. W. Johnson, American Zinc Lead & Smelting Co. Joplin, Mo.

Dear Mr. Johnson:

AMERICAN ZINC CO. OF OKLA. Public Liability Insurance.

We are now pleased to enclose United States Fidelity & Guaranty Company public liability policy CP-13263 covering limits \$5,000 one person and \$10.000 one accident. We further enclose our invoice 4761-B for deposit premium in the amount of \$50.00.

You will note that there is an Endorsement attached to this policy making the rate on same 11¢. You will further note that the policy has been made to expire November 28,1925 so as to make the expiration concurrent with compensation policy, which we trust is satisfactory.

Thanking you very much for this business, we remain

ALEXANDER & ALEXANDER. INC.

By. R.S. Henderson

AMERICAN ZINC, LEAD & SMELTING CO.

JOPLIN, MO.

H. I. YOUNG

256

March 27, 1925.

Mr. H. L. Smith, Comptroller, 800 - 55 Congress Street, Bogton, Massachusetts.

Dear Sir:

We have today received from Alexander & Alexander, Incorporated, Tulse, Oklahoma, a United States Fidelity & Guaranty Company public liability insurance policy covering our operations in Ottawa County, Oklahoma.

The enclosed copy of letter from Mr. Henderson explains the coverage.

Yours very truly,

277000

GWJ: FR CC: HIY

C

#### AMERICAN ZINC. LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON, MANAGER OF MISSOURI MINES

April 14th, 1925.

JOPLIN, MO.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.



Dear Howard:

I am enclosing herewith copy of my letter to Mr. Henderson, representative of Alexander & Alexander, Incorporated, Tulsa, Oklahoma, regarding increased liability insurance rate applicable to our Douthat Mine operations.

I have been trying to make the new rate effect; ive as of April 1st, but Alexander & Alexander claim the State Insurance Commission's ruling will govern, and it will be necessary for us to adjust our premium payments from December 1st, 1924 to April 1st, 1925.

The additional premiums we will have to pay amount to \$351.60, all of which will be taken into our April accounts and distributed as follows:

Property Account Douthat Operating Account Douthat Development	\$ 46.65 301.85
Deferred Betterments	2.14
motel .	\$ 351 GC

This will affect our costs for the balance of the month approximatel / // per ton of ore hoisted.

Yours

GWJ:FR

AMERICAN ZINC, LEAD & SMELTING CO.

JOPLIN, MO.

H. I. YOUNG

April 14th, 1925

Mr. R. S. Henderson, c/o Alexander & Alexander, Tulsa, Oklahoma.

Dear Mr. Henderson:

I have yours of April 13th in which you state Mr. Drew advises that under the ruling of the Oklahoma State Insurance Commission there is nothing you can do in regard to the increased rate but apply same back to December 1st, 1924. I am very sorry indeed an adjustment of this kind is necessary.

I also note Mr. Drew further advises that the additional cost will be only \$226.40 for the period ending April 1st. I do not believe he has received our statement for the month of March, as we find in checking up our records, the amount he mentions applies to just three months ending March 1st. Including March business, we will owe you \$351.60, which I trust you will cover by detailed statement to be forwarded this office at your earliest convenience.

Yours very truly.

Manager.

GWJ:FR

COPHIY

256-M

APRIL 16. 1925.

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Company, P. O. Box 870, JOPLIN, MISSOURI.

Dear Wes: -

I have yours of the 14th, inclosing copy of letter addressed to Mr. Henderson, of Alexander & Alexander regarding adjustment of Liability Insurance Rates.

I note they have made a new rate which is retroactive to December 1st, 1924, on our Douthat operations and
that this adjustment amounts to \$351.60, which when taken
into our April Accounts will increase our costs approximately 7¢ per ton of ore hoisted.

I wish you would advise me as to what rate the Sun Insurance Company are charging on this risk and whether these new rates are applicable to all properties operating the Oklahoma field.

Yours very truly,

MANAGER OF MINES.

HIY/S

CC: W.A.O.

# AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

April 18, 1925.

JOPLIN, MO.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

Replying to yours of April 16th in regard to Oklahoma Liability Insurance rates, the Sun Insurance Co., withdrew from the Tri-State District several months ago, so there is now only one company of satisfactory standing left in the field to write mining risks, this being the United States F. & G. Corporation.

It is my understanding the rate set by the State Commission is applicable to all classes of mining risks and must be used by all companies writing regardless of what kind of mining property is to be covered. I get this information from Mr. Blair and from a General Insurance Agent in this building, who seems to be very familiar with this class of business.

Yours v

truly,

Manager.

GWJ:FR

#### AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT P. O. BOX NO. 870

G. W. JOHNSON, MANAGER OF MISSOURI MINES

April 27th, 1925.

JOPLIN, MO.

Mr. H. I. Young, Mgr. of Mines, c/o Statler Hotel. St. Louis, Missouri.

Dear Howard:

I am enclosing herewith a brief digest of the Missouri Workmen's Compensation Act, passed by the 53rd General Assembly, recently furnished us by the Associated Industries of Missouri, also a copy of the Act as engrossed and printed for final passage.

You will note this new Compensation Law will become effective September 1st, 1925, unless its opponents file Referendum Petitions demanding a vote of the people, which will delay further action in the matter until November, 1926. I rather doubt whether Referendum Petations will be given enough support to secure a vote in the Act, but this of course is always possible.

If the Law is allowed to stand as now written, and becomes effective next September, I believe liability insurance rates in this state will be reduced next year, and, as you know, we certainly need relief, the present rate being \$7.28 per \$100.00 labor paid

wery truly.

GWJ:FR

## AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON, MANAGER OF MISSOURI MINES

Just S Can De Marie d May 4th, 1925.

JOPLIN, MO.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

Will you kindly advise at your earliest convenience whether we can secure one of the wire baskets, for handling an injured employee, from Mascot, or any other Company property.

If this cannot be done, we will try to purchase one from a manufacturer.

Manager.

GW J: FR

MAY 6, 1925.

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Company, P. O. Box 870, JOPLIN, MIGSOURI.

Dear Wes:- .

Referring to yours of the 4th, remarding wire basket for handling injured
employees, beg to advise that we can find
no extras, therefore, it will be satisfactory for you to purchase one direct from the
manufacturer.

Yours very truly.

MAHAGER OF MINES.

HIY/S

256M

MAY 13, 1925.

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Company, P. O. Box 870, JOPLIN - MISSOURI.

#### Dear Wes: -

I am returning herewith letter which you mailed me on April 27th, regarding Missouri's proposed Compensation Law.

I am enclosing herewith, for your information copy of the present Tennessee Law under which our rate is \$5.72.

You will note the maximum weekly benefit which Missouri proposes is \$5.00 higher than Tennessee and the minimum weekly benefit \$1.00 higher. Waiting period in Missouri is three days; in Tennessee one week. Percentage of wages in Missouri 66-2/3; in Tennessee 50%. Maximum medical benefit Missouri \$250.00; Tennessee \$100.00. Missouri penalty for failure to enforce or observe safety rules 15%; Tennessee nothing.

The above would indicate that your rate would be considerably higher than Tennessee. You have in your favor the following:

TEMPORARY PARTIAL DISABILITY COMPENSATION -Maximum 100 weeks. Tennessee maximum 300 weeks.

PERMANENT TOTAL DISABILITY COMPENSATION - Missouri maximum 300 weeks. Tennessee maximum 550 weeks.

Total Disability Compensation in your State also has an option to pay 25%, for life, after the three hundred weeks.

In comparing the two Bills it seems to me that your compensation Bill is rather a drastic measure and I hope this will be

Mr. G. W. Johnson, MAY 13, 1925. PAGE # 2.

submitted for referendum and defeated as I believe compensation rates under same would be excessive.

Yours very truly.

MANAGER OF MINES.

HIY/S

INCL.

## AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

6. W. JOHNSON, MANAGER OF MISSOURI MINES

May 16th, 1925.

Mr. H. I. Young, Manager of Mines. American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I thank you very kindly for yours of May 13th enclosing copy of present Tennessee Workmens' Compensation Law under which you pay a liability insurance rate of \$5.72.

I note your comment on the Missouri Bill, particularly yourhope for its defeat, by referendum. Please bear in mind this bill was drafted by the Associated Industries of Missouri, and has the support of practically every legitimate business in the state. We all admit it is a rather drastic measure as compared with the compensation laws of some other states, but as a whole, it certainly offers improvement over our present status of no law at 11. Business interests all over the state are at present making a strong effort to keep the bill from being the people, and it is my understanding only "snitch lawyers" and a small part of the labor organizations are fighting the In talking to several representatives of liability insurance companies, I have received the impression they expect this compensation law to reduce rates, which, as you know, are now very high.

Mr. H. I. Young, Page #2.

It occurs to me we had better pass a law of this kind now, than to do without entirely as the deficits may later be corrected by Amendments.

Yours very truly

GWJ: FR

166 MAY 20, 1925.

Mr. C. W. Johnson, Manager, American Zinc Lead & Smelting Company, P. O. Box 870, JOPLIN - MISSOURI.

Dear Wes: -

Referring further to Workmen's Compensation Insurance, have just received advice that there will be an increase, in the Tennessee rate, of 20% effective July 1st, 1925. This will make our rate on mining and milling \$6.096. You will have noted from recent correspondence that the Tennessee Bill is more favorable than the Missouri Bill, therefore, I do not think you can anticipate a better rate on your Compensation Insurance than you are now getting. It seems to me that your Bill is a very drastic one.

Yours very truly.

MANAGER OF MINES.

HIY/3

Metropolitan Life Insurance Company

INCORPORATED BY THE STATE OF NEW YORK

Haley Jiske, President

GROUP INSURANCE DIVISION
S. B. E. SEESE, SUPERVISOR
EDWARD R. SEESE, SUPERVISOR

1602 FEDERAL RESERVE BANK BUILDING KANSAS CITY, MO.

November 21, 1925

256M

Mr. H. I. Young, General Manager American Zinc Company Mascott, Tennessee

Dear Mr. Young:

I have seen your Joplin manager three or four times in the hope every time that I might find you on one of your visits but in this I have been a little disappointed.

I am very anxious, Mr. Young, to place your Joplin mines under coverage in the Metropolitan Life and for your information, wish to say that we have the following mines covered at the present time and constantly add to the list. To show you that we are doing a real service down there, it is only necessary to say that we paid out about \$40,000 in claims last year in that field.

The following are under coverage at the present time:

Commerce Mining & Royalty Co.
Federal Mining Company
Childress Mining Co.
Premier Mining Co.
Black Eagle Mining Co.
Crystal Mining Co.
Woodchuck Lead Co.
Cherokee Lead Co.
South Side Lead Co.
Velie Mining Co.

Golden Rod Mining Co.
Skelton Mining Co.
New Chicago Mining Co.
Tulsa-Quapaw Mining Co.
Domado Mining Co.
Amalgamated Lead Co.
Smith-Davis Lead Co.
Foch Lead Co.
Mike Evans Mines
Harrisburg Mining Co.

The plan we have in operation there is practically uniform: \$1500 Life Insurance, \$10.00 per week Health & Accident Benefits, total cost 65¢ per week, of which the employer pays 15¢ and the employees 50¢.

I am enclosing an outline of a proposition of this kind and shall be very glad to hear from you at to what you think of it. I am going to be in Nashville about the 12th or 15th of December and if you would like to have me run over to Mascott, I shall be glad to do so, just so that I am pretty sure of finding you at home.

Hoping to hear from you, I remain

Divisional Sales Manager.

SBES:T

Gentlemen:

This will advise you that our proposal of Metropolitan Group Insurance is as follows:

Each eligible contributing employee - \$1500.00 Group Life Insurance
10.00 weekly Health & Nonoccupational Accident
benefits for 26 consecutive weeks.

## Cost to employee 50¢ per week.

The balance of the net cost would be met by your Company. This would be approximately \$7.90 per year per employee. This is first cost, subject to reduction by dividends both on the Life and Health Insurance, the amount of which depends upon the amount of losses.

Last year these dividends amounted to 10½% of all the premium received on Groups eligible for dividends and should youhave a similar experience, the dividend would amount to \$2.73 yearly per employee, making your net cost \$5.07 yearly per employee.

Benefits on Group Health and Non-occupational Accident are for 26 consecutive weeks, with the customary 7 day waiting period. There is no limit to the number of times benefits may be drawn in any year.

There will be no medical examination, a blanket policy will be issued to your company and individual insurance certificates to your employees, regardless of age or physical condition, only provided such employees are actively at work the day the business goes in force. Employees not actively at work that day will be automatically insured the day they return to work.

Officers, executives, department heads and supervisory employees will be insured for two and one-half times the average of the balance of the Group to the next even \$500. This will amount to \$2500 apiece.

Were we to medically examine each employee, at least one out of every six would not pass, so this enables you, as employer, to do something for your employees that they could not do for themselves, viz, secure Life Insurance without a medical examination.

This policy contains a Total and Permanent Disability Clause to the effect that on receipt of a Doctor's Certificate of such disability, and the Insurance Company's acceptance of such disability, this policy pays 51.04 per month for 20 monther per \$1000 of insurance.

In addition to the Life Insurance, the Metropolitan is the only Company that gives you the <u>four</u> following Services, in addition, free of charge.

- 1. Fosters, bulletins, payrollograms, death and disability claim checks photographed, questionnaires for foremen, fly swatters, calendars, etc., are furnished to follow up and systematically remind employees monthly of the value and benefits of Group Insurance as long as they remain in your employ.
- 2. Industrial Relations Service, whereby Metropolitan agents explain this program to your employees' beneficiaries in their homes from time to time. This "sells" the wife or mother and tends to hold valuable employees.
- 3. Health Literature is systematically distributed. Every eight weeks each employee will receive a copy of Metropolitan Health Literature, such as our "Cook Book", "The Child", "All About Milk", Fighting Consumption", "First Aid", etc., to help improve living conditions in employees' homes and to remind them of Group Insurance protection.
- 4. Nursing Service will be provided entirely at the expense of the Metropolitan to reduce sickness and help avert death.

These nurses call daily on reported sick employees and take temperature, pulse and respiration they give baths to the patients as needed; they advise whether to send for a doctor; they report to the employer regarding the conditions of his employees; they write out diets; they attend to ventilation of becrooms; they keep the patients separated from other members of the family, they report the patient's condition to the doctor; often advising employees when to return to work; patient's condition to the doctor; often advising employees when to return to work; they render "First Aid" in employee's home, treating cuts, bruises and burns there with their first aid kits, they instruct the women at home on the care of the patient and sanitary conditions at home.

Last year our 12,000 nurses aided by the distribution of 25,000,000 Health Eooklets played a big part in Metropolitan mortality figures which showed 52,000 less deaths in 1923 than if our 1911 mortality rate had prevailed.

On this program where the employees contribute substantially toward the premium, we require 75% of the employees to come in, but you will find that 90% of your employees will be eager to get the protection at the low cost to themselves.

It will pay you to have this put up to your employees on the above basis because it will cost them only one—fourth of what it would cost them individually if paid for at home and they will therefore be delighted to get this protection at this low cost.

Yours truly,

256-M NOVEMBER 23, 1925. Mr. S. B. Seese. Division Sales Mgr.. Metropolitan Life Insurance Company, 602 Federal Reserve Bank Building. KANSAS CITY - MISSOURI. Dear Mr. Seese:-I have yours of the 21st, and beg to advise that I will be in Missouri between the 10th, and 15th, of December. If you are in Joplin at that time will be glad to discuss this matter. If, however, I do not see you there and you are in Tennessee during the month of January will be glad to see you here. Very truly yours. MANAGER OF MINES. HIY:S HSM-0299

# The Dinkler Hotels













WRITTEN FROM HOTEL ANDREW JACKSON NASHVILLE

256 M Mr St. S. young

Form 112 PRINTED IN U. S. A.

# Metropolitan Life Insurance Company

(INCORPORATED BY THE STATE OF NEW YORK)

Haley Niske, President

JOPLIN DISTRICT
HARLIN H. CECIL, MANAGER
FRISCO BUILDING, 609 MAIN STREET

JOPLIN. MO., Dec. 10, 1925.

Mr. H. I. Young, Gen. Mgr. Am. Z. L. & S. Co.,

Dear Mr. Young:

I enclose a sample announcement setting forth the plan of group Insurance.

In placing your business in our care be assured we will serve you faithfully and try at all times to put ourselves in your place, in other works, become your partner in this business, and so administer your business that you will not regret your action in appointing the Metropolitan as your representative in the Tri State District, in other words, there will be no more passing the hat if you permit the Metrop olitan to administer this trust.

S. B. E. Seese

#### ANNOUNCEMENT

TO OUR EMPLOYEES:

We have made arrangements with the Metropolitan Life Insurance Company of New York, whereby each of our present employees actively at work, and each new employee after three months of continuous service, may secure Benefits in accordance with the following plan:

(1)
LIFE INSURANCE, \$1500 - Death from any cause

(2)

TOTAL AND PERMANENT DISABILITY BENEFITS
Should any insured employee become permanently and totally disabled before reaching age 60, due to ill health or any accident occurring on or off the job, the Life Insurance will become payable to him in 30 monthly installments of \$51.75 each.

(3) SICKNESS INSURANCE

Benefits of \$10 weekly will be payable from the 8th day of sickness from any cause and extending up to a period of 26 consecutive weeks.

(4)

NON-OCCUPATIONAL ACCIDENT INSURANCE

If any employee covered under this plan is disabled due to an accident he will receive benefits of \$10 weekly beginning with the 9th day of disability and extending up to a period of 26 consecutive weeks.

#### NO MEDICAL EXAMINATION

This insurance is offered to all employees actively at work, without medical examination and without regard to age or physical condition.

#### CERTIFICATE OF INSURANCE

Each inswred employee will receive from the Metropolitan Life a Certificate showing the amount of his insurance, the name of his buneficiary, and a statement of his rights and privileges under the life insurance contract. A samilar Certificate will also be provided under the Health and Accident Insurance Contract.

#### CONVERSION PRIVILEGE

If any employee insured under this plan leaves the service of American Zinc, Lead and Smelting Company, he will have the privilege of obtaining from the Metropolitan Life Insurance Company, within a period

of 31 days, without medical examination, an amount of life insurance equivalent to his **toverage under this plan at rates applicable** to his attained age.

#### BENEFICIARIES

You name your own beneficiary and immediately upon receipt of proof of death, payment of the claim is made by the Insurance Company. You may change your beneficiary at any time upon written request. If there is no surviving beneficiary at the date of death, the insurance will be paid to your family or estate as provided in the individual Certificate.

#### NURSING SERVICE

Any employee (living within any of the numerous Nursing Districts maintained by the Metropolitan Life) who enters this plan will be entitled to the services of a Metropolitan Visiting Nurse in thme of sickness. The nurse will assist in carrying out the doctor's instructions and will advise those in your home regarding proper care and will do all she can to hasten your recovery. The nurse will call only at your own request.

#### HEALTH LITERATURE

The Metropolitan Life Insurance Company publishes valuable health booklets dealing with hygiene and the cure and prevention of diseases. If you subscribe to this plan, you will recieve these booklets as a part of this program.

#### COST TO EMPLOYEES

This offer is made available to you through the cooperation of this Company under a Group Insurance Plan. The total cost to you will be 50 cents per week. It will be automatically deducted from your pay each week upon receipt of your signed authorization card.

The balance of the net cost will be paid by the American Zinc, Lead and Smelting Company. This insurance protection is available at whole sale rates and, because of the contribution by the American Zinc, Lead & Smelting Co., the cost of these benefits to you is far less than you could obtain them for as an individual in the open market. In addition, no medical examination is required. Cards will be supplied you with the request for information necessary for your individual certificates of insurance.

In order that this program may go into effect, it is necessary that 75 per cent. of our eligible employees take advantage of this opportunity. We are very glad to cooperate with our co-workers in this business in making this plan available, and we sincerely hope that every employee will subscribe.

Yours very truly,

AMERICAN ZINC, LEAD & SMELTING COMPANY



SERIAL NO.

# THIS IS TO CERTIFY (S)

THAT UNDER AND SUBJECT TO THE TERMS AND CONDITIONS OF GROUP POLICY NO. 2143G

AN EMPLOYEE OF

### THE CHEROKEE LEAD & ZINC COMPANY

(HEREIN CALLED THE EMPLOYER)

IS HEREBY INSURED FOR

\_DOLLARS.

IF DEATH OCCUR WHILE THE EMPLOYEE IS IN THE EMPLOY OF THE EMPLOYER, THE AMOUNT OF INSURANCE IN FORCE ON SAID EMPLOYEE, IN ACCORDANCE WITH GROUP POLICY

AS ABOVE. WILL BE PAID TO...

BENEFIGIARY.

THE RIGHT TO CHANGE THE BENEFICIARY IS RESERVED.

DURING THE CONTINUOUS EMPLOYMENT OF THE EMPLOYEE BY THE EMPLOYER, THE AMOUNT OF INSURANCE SHALL BE INCREASED UNTIL A MAXIMUM OF

#### TWO THOUSAND-

DOLLARS HAS BEEN REACHED.

THE AMOUNT THEREAFTER REMAINING FIXED, SUCH INCREASE BEING AS ENTERED IN THE SCHEDULE ON THE FOURTH PAGE HEREOF IN ACCORDANCE WITH THE STIPULATIONS THEREFOR IN THE APPLICATION OF THE EMPLOYER.

#### PRIVILEGE OF CONTINUANCE.

In the event of the termination of the employment for any reason whatsoever, the employee shall be entitled to have issued to him by the Metropolitan Life Insurance Company, without further evidence of insurability, and upon application made to that Company within thirty-one days after such termination, and upon the payment of the premium applicable to the class of risk to which he belongs and to the form and amount of the Policy at his then attained age, a Policy of life insurance in any one of the forms customarily issued by such Company, Term Insurance excepted, in an amount equal to the amount of his protection under the Group Insufance Policy at the time of such termination.

METROPOLITAN LIFE INSURANCE COMPANY.

NEW YORK,

FORM C706 CERTIFICATE.

PRESIDENT.

### PLAN OF INSURANCE.

Each employee actively at work on the 12th day of May, 1924, is insured under the Policy referred to in the foregoing Certificate in accordance with the following schedule:

Those employees with less than six months' service	1,200 1,400 1,600 1,800
Those employees with five years' service, but less than six years' service  Those employees with six years' service and over	2,000 Maximum

The insurance of those beginning with less than the maximum, \$2,000, will be increased in accordance with the entries appearing on the fourth page hereof until the maximum is attained.

#### NEW EMPLOYEES ELIGIBLE.

New employees will be insured under the same plan after completing three months' continuous service, provided they are actively at work.

#### COST.

The entire cost of this insurance is borne by The Cherokee Lead & Zinc Company.

#### BENEFICIARIES.

The beneficiary may be changed from time to time, such change to take effect upon receipt by the Metropolitan Life Insurance Company of due application for such change, and upon endorsement by the Insurance Company covering the change on the employee's Certificate. Should any beneficiary die before the insured, the interest of such beneficiary shall vest in the insured.

## TOTAL AND PERMANENT DISABILITY BENEFITS.

Any employee shall be considered as totally and permanently disabled who furnishes due proof that, as the result of bodily injury suffered or disease contracted prior to his sixtieth birthday he has become while insured hereunder permanently, continuously and wholly prevented thereby from performing any work for compensation or profit.

Immediately upon receipt of due proof of such disability the Metropolitan Life Insurance Company will pay to such employee, in lieu of the payment at death of the said insurance on the life of such employee equal monthly instalments based on the amount of insurance in force on such employee at the date of receipt of proof of such disability, as shown in the following table:

AMOUNT OF INSURANCE	Number of Monthly Instalments	Amount of Each Instalment
\$500	10	\$50.35 51.04
1,000 1,200	20 24	51.31
1,400	28 32	51.62 51.92
1,600 1,800	36	52.19 52.50
2,000	40	32.30

Premiums will be waived and instalment payments will be made only during the continuance of such disability.

In the event of the death of such employee during the period of total and permanent disability, the present value of any instalments remaining unpaid shall be paid, in one sum, to the designated beneficiary.

This Certificate is valuable to you, and should be kept in a very safe place, known to you and your beneficiary.

May, 1924

## THE CHEROKEE LEAD & ZINC COMPANY

TREECE, KANSAS

#### TO OUR EMPLOYEES:

This Certificate of Life Insurance is presented to you as a sincere expression of our appreciation of your loyalty, goodwill and cooperation.

The Certificate is your personal property and remains in force as long as you continue in our service, without cost on your part or deduction from your salary. It is entirely apart from the provisions of the Compensation Act. It provides certain benefits should you become permanently disabled before the age of sixty. It also provides for your dependents in case of your death.

We trust that you will accept this Certificate in the spirit in which it is given—an expression of our interest in you and in those dependent upon you.

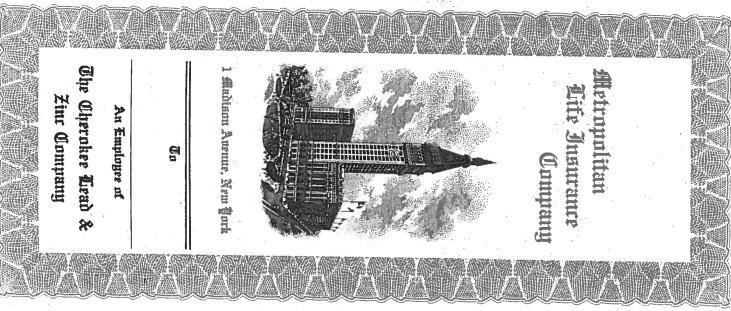
Very sincerely yours,

Treasurer.

#### REGISTER OF CHANGE OF BENEFICIARY

NOTE:—ENTRIES IN THIS REGISTER ARE TO BE MADE ONLY BY THE METROPOLITAN LIFE INSURANCE COMPANY AT ITS HOME OFFICE IN NEW YORK. NO OTHER ENTRIES WILL BE RECOGNIZED.

DATE ENDORSED			Ø			BENEFICIARY	25 20		100	=, (*)	21
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## SCHEDULE OF INSURANCE PAYABLE UNDER THIS CERTIFICATE

MINIMUM AMOUNT \$\_\_\_\_

ADDITIONS FOR CONTINUOUS EMPLOYMENT

DATE	AMOUNT	DATS-	THUOMA	DATE	AMOUNT
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SERIAL NO.



THAT UNDER AND SUBJECT TO THE TERMS AND CONDITIONS OF GROUP POLICY NO. 2247G

AN EMPLOYEE OF

## PREMIER ZINC COMPANY

(HEREIN CALLED THE EMPLOYER)

IS HEREBY INSURED FOR \_\_\_\_\_\_\_ DOLLARS.

IF DEATH OCCUR WHILE THE EMPLOYEE IS IN THE EMPLOY OF THE EMPLOYER, THE AMOUNT OF INSURANCE IN FORCE ON SAID EMPLOYEE, IN ACCORDANCE WITH GROUP POLICY

AS ABOVE, WILL BE PAID TO

BENEFICIARY.

THE RIGHT TO CHANGE THE BENEFICIARY IS RESERVED.

DURING THE CONTINUOUS EMPLOYMENT OF THE EMPLOYEE BY THE EMPLOYER, THE AMOUNT OF INSURANCE SHALL, IN ACCORDANCE WITH THE STIPULATIONS THEREFOR IN

THE APPLICATION OF THE EMPLOYER, BE INCREASED \$ -100-ON THE

DAY

ON EACH

UNTIL THE MAXIMUM AMOUNT OF

— TWENTY-FIVE HUNDRED — DOLLARS HAS BEEN REACHE

THE AMOUNT THEREAFTER REMAINING FIXED,

PRIVILEGE OF CONTINUANCE.

In the event of the termination of the employment for any reason whatsoever, the employee shall be entitled to have issued to him by the Metropolitan Life Insurance Company, without further evidence of insurability, and upon application made to that Company within thirty-one days after such termination, and upon the payment of the premium applicable to the class of risk to which he belongs and to the form and amount of the Policy at his then attained age, a Policy of life insurance in any one of the forms customarily issued by such Company, Termit psurance excepted, in an amount equal to the amount of his protection under the Group Insurance Policy at the time of such termination.

METROPOLITAN LIFE INSURANCE COMPANY.

NEW YORK,

FORM C706B CERTIFICATE.

Mas. 1921
PRINTED IN U.S.A.

#### PLAN OF INSURANCE.

Each employee actively at work on the 15th day of August, 1924, who made written application, is insured under the policy referred to in the foregoing Certificate for \$1,500. This amount is to increase \$100 for each additional six months of service until a maximum of \$2,500 is reached.

#### NEW EMPLOYEES ELIGIBLE.

New employees will be entitled to participate in the same plan after they have completed three months of continuous service provided they are then actively at work. Their insurance will not, however, become effective until the 15th day of the calendar month next following date of their written application. Increases in their Insurance will be automatically effective on the semi-annual anniversary dates they shall be severally first insured.

Any employee eligible for insurance in the original Group and any new employee who has served the necessary probationary period who does not make application for this insurance within thirty-one days after becoming eligible will, should he desire the insurance at a later date, be subject to a medical examination at his own expense as prescribed by the Insurance Company. However, the insurance will not become effective until the 15th day of the calendar month following the acceptance of the application by the Insurance Company.

#### COST.

The cost of this insurance is to be borne by the employer and the employee.

#### BENEFICIARIES.

The beneficiary may be changed from time to time, such change to take effect upon receipt by the Metropolitan Life Insurance Company of due application for such change, and upon endorsement by the Insurance Company covering the change on the employee's Certificate. Should any beneficiary die before the insured, the interest of such beneficiary shall vest in the insured.

Amount of Insurance		num Number of ily Instalments	Amount of Each Instalment
\$1,500		30	\$51.75
1,600		32	51.92
1,700		34	52.06
1,800		36	52.19
1,900	1.29	38	52.36
2,000		40	52.50
2,100		42	52.64
2,200		44	52.80
2,300		46	52.95
2,400		48	53.09
2,500		50	53.25

Premiums will be waived and instalment payments will be made only during the continuance of such disability.

In the event of the death of such employee during the period of total and permanent disability, the present value of any instalments remaining unpaid shall be paid, in one sum, to the designated beneficiary.

This Certificate is valuable to you, and should be kept in a place known to you and your beneficiary.

## PREMIER ZINC COMPANY

PICHER, OKLAHOMA

#### TO OUR EMPLOYEES:

We are happy to announce to you that we have arranged with the Metropolitan Life Insurance Company to insure the lives of those employees who through their cooperation have made the plan possible. This will afford you and those dependent upon you a measure of relief in case of your death or total disability.

Very sincerely yours,

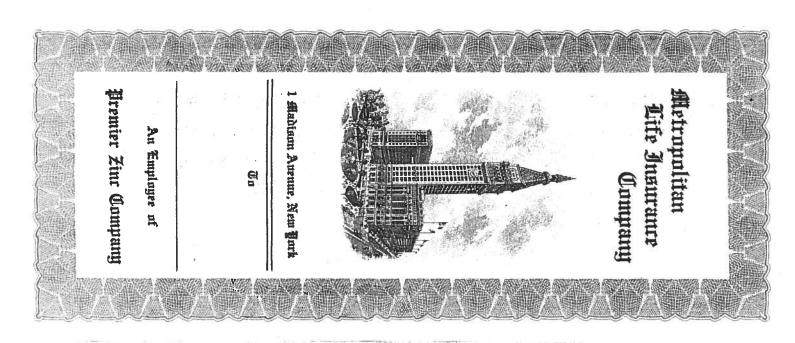
PREMIER ZINC COMPANY

Manager.

#### REGISTER OF CHANGE OF BENEFICIARY

NOTE.—ENTRIES IN THIS REGISTER ARE TO BE MADE ONLY BY THE METROPOLITAN LIFE INSURANCE COMPANY AT ITS HOME OFFICE IN NEW YORK. NO OTHER ENTRIES WILL BE RECOGNIZED.

DATE ENDORSED		BENEFICIARY		
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SERIAL NO.



THAT UNDER AND SUBJECT TO THE TERMS AND CONDITIONS OF GROUP POLICY NO. 1944G

AN EMPLOYEE OF

## Golden Rod Mining & Smelting Corporation

(HEREIN GALLED THE EMPLOYER,

IS HEREBY INSURED FOR \_\_\_\_\_\_DOLLARS.

IF DEATH OCCUR WHILE THE EMPLOYEE IS IN THE EMPLOY OF THE EMPLOYER, THE AMOUNT OF INSURANCE IN FORCE ON SAID EMPLOYEE, IN ACCORDANCE WITH GROUP POLICY

AS ABOVE, WILL BE PAID TO\_\_\_\_\_

BENEFICIARY.

THE RIGHT TO CHANGE THE BENEFICIARY IS RESERVED.

DURING THE CONTINUOUS EMPLOYMENT OF THE EMPLOYEE BY THE EMPLOYER, THE AMOUNT OF INSURANCE SHALL BE INCREASED UNTIL A MAXIMUM OF

-DOLLARS HAS BEEN RÉACHED,

THE AMOUNT THEREAFTER REMAINING FIXED, SUCH INCREASE BEING AS ENTERED IN THE SCHEDULE ON THE FOURTH PAGE HEREOF IN ACCORDANCE WITH THE STIPULATIONS THEREFOR IN THE APPLICATION OF THE EMPLOYER.

#### PRIVILEGE OF CONTINUANCE.

In the event of the termination of the employment for any reason whatsoever, the employee shall be entitled to have issued to him by the Metropolitan Life Insurance Company, without further evidence of insurability, and upon application made to that Company within thirty-one days after such termination, and upon the payment of the premium applicable to the class of risk to which he belongs and to the form and amount of the Policy at his then attained age, a Policy of life insurance in any one of the forms customarily issued by such Company, Term Insurance excepted, in an amount equal to the amount of his protection under the Group Insurance Policy at the time of such termination.

METROPOLITAN A IFE INSURANCE COMPANY.

NEW YORK,

FORM C706 CERTIFICATE.
JULY, 1918
PRINTED IN U.S.A.

#### PLAN OF INSURANCE.

#### FREE INSURANCE

Effective June 27, 1924, each employee actively at work is to be insured according to the following schedule:-

Less than three months	
More than three months but less than six months	\$500
More than six months but less than one year	
More than one year but less than two years	1,200
More than two years but less than three years	1,400
More than three years but less than four years	1,600
More than four years but less than five years	1,800
More than five years	

#### NEW EMPLOYEES ELIGIBLE.

New employees will be insured in accordance with the same plan upon the completion of three months of continuous service, provided they are actively at work.

The entire cost of this insurance is borne by the Golden Rod Mining & Smelting Corporation.

#### PAY INSURANCE

Effective June 27, 1924, additional insurance was issued as follows: \$1,000 to each eligible employee who subscribed.

Evidence of the additional life insurance will be furnished to the employee in the form of a Rider.

Any employee desiring additional insurance but who fails to make application within 31 days following date of eligibility must undergo a satisfactory medical examination as prescribed by the Insurance Company at his own expense.

In such cases the additional Insurance becomes effective on the 11th day of the month following

the date report of medical examination is approved by the Insurance Company.

New employees may make written application for additional insurance upon completion of three months of continuous service.

Cost of the Pay Insurance is to be borne by the employee.

#### BENEFICIARIES.

The beneficiary may be changed from time to time, such change to take effect upon receipt by the Metropolitan Life Insurance Company of due application for such change, and upon endorsement by the Insurance Company covering the change on the employee's Certificate. Should any beneficiary die before the insured, the interest of such beneficiary shall vest in the insured.

#### DISABILITY BENEFITS.

Any employee insured under this plan who shall become-wholly and permanently disabled while in our employ before reaching the age of 60, either by accidental injury or disease, and is thereby permanently, continuously and wholly prevented from pursuing any and all gainful occupation, will be regarded as a claimant by the Metropolitan Life Insurance Company. Six months after the receipt of due proof of such disablement, the Insurance Company will begin making payments of the amount of insurance under any one of the following plans at the option of the person insured:

Sixty monthly instalments at the rate of \$18.00 per thousand dollars of insurance annual instalments at the rate of 214.00 per thousand dollars of insurance annual instalments at the rate of 116.18 per thousand dollars of insurance Five Fifteen annual instalments at the rate of 83.90 per thousand dollars of insurance Twenty annual instalments at the rate of 67.98 per thousand dollars of insurance

In the event of the death of the insured during the period of total permanent disability, any instalments remaining unpaid shall be payable to the designated beneficiary.

This insurance does not in any manner interfere with the benefits provided by the Oklahoma State Workmen's Compensation Act or any other insurance you may carry, but is an addition thereto.

This Certificate is valuable to you, and you should keep it in a very safe place, known to you and to your beneficiary.

# GOLDEN ROD MINING & SMELTING CORPORATION

EDGAR Z. WALLOWER, PRESIDENT H. C. MILLS, SEC'Y AND TREAS. FRANK C. WALLOWER, GEN. MGR.

FIELD OFFICE, TAR RIVER, OKLA.

OPERATING IN THE MIAMI LEAD AND ZING FIELD

ADDRESS ALL COMMUNICATIONS TO JOPLIN, Mo.

JOPLIN, Mo.

DEAR FRIEND:

This Certificate of Life Insurance is presented to you with the assurance that there exists on the part of your employer a personal and sympathetic interest in you and those who may be dependent upon you. It is issued to you with the hope that it may bring to you the feeling that faithful service is appreciated.

The Company feels that it can give no better token of its appreciation of your loyalty and cooperation than by making this provision for the assistance of your family in that inevitable day when you can no longer provide for them.

The Certificate is your personal property and remains in force as long as you continue as an employee. A portion of this policy has been presented to you by the Company in accordance with its schedule depending upon the years of service. It may be that you have increased your insurance on your own account, the policy for which would be consolidated with the policy issued to you by the Company under its insurance plan.

We trust that you will accept this Certificate in the spirit in which it is given—a genuine expression of good will on our part for your loyal cooperation and service.

President.

Very sincerely yours,

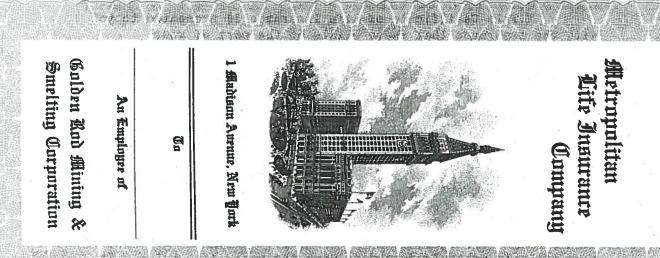
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Superintendent.

#### REGISTER OF CHANGE OF BENEFICIARY

NOTE:-ENTRIES IN THIS REGISTER ARE TO BE MADE ONLY BY THE METROPOLITAN LIFE INSURANCE COMPANY AT ITS HOME OFFICE IN NEW YORK. NO OTHER ENTRIES WILL BE RECOGNIZED.

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#### SCHEDULE OF INSURANCE PAYABLE UNDER THIS CERTIFICATE

MINIMUM AMOUNT 8

#### ADDITIONS FOR CONTINUOUS EMPLOYMENT

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
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SERIAL NO.



THAT UNDER AND SUBJECT TO THE TERMS AND CONDITIONS OF GROUP POLICY NO. 2010G

AN EMPLOYEE OF

## Commerce Mining and Royalty Company

(HEREIN CALLED THE EMPLOYER)

IS HEREBY INSURED FOR\_

DOLLARS.

IF DEATH OCCUR WHILE THE EMPLOYEE IS IN THE EMPLOY OF THE EMPLOYER, THE AMOUNT OF INSURANCE IN FORCE ON SAID EMPLOYEE, IN ACCORDANCE WITH GROUP POLICY

AS ABOVE, WILL BE PAID TO\_

BENEFICIARY.

THE RIGHT TO CHANGE THE BENEFICIARY IS RESERVED.

DURING THE CONTINUOUS EMPLOYMENT OF THE EMPLOYEE BY THE EMPLOYER, THE AMOUNT OF INSURANCE SHALL BE INCREASED UNTIL A MAXIMUM OF

-TWO THOUSAND-

\_ DOLLARS HAS BEEN REACHED,

THE AMOUNT THEREAFTER REMAINING FIXED, SUCH INCREASE BEING AS ENTERED IN THE SCHEDULE ON THE FOURTH PAGE HEREOF IN ACCORDANCE WITH THE STIPULATIONS THEREFOR IN THE APPLICATION OF THE EMPLOYER.

#### PRIVILEGE OF CONTINUANCE.

In the event of the termination of the employment for any reason whatsoever, the employee shall be entitled to have issued to him by the Metropolitan Life Insurance Company, without further evidence of insurability, and upon application made to that Company within thirty-one days after such termination, and upon the payment of the premium applicable to the class of risk to which he belongs and to the form and amount of the Policy at his then attained age, a Policy of life insurance in any one of the forms customarily issued by such Company, Term Insurance excepted, in an amount equal to the amount of his protection under the Group Insurance Policy at the time of such termination.

METROPOLITAN LIFE INSURANCE COMPANY.

NEW YORK.

FORM C706 CERTIFICATE.

#### PLAN OF INSURANCE.

Each employee actively at work with at least six months' service on the 21st day of December, 1923, is insured under the policy referred to in the foregoing Certificate, in accordance with the following schedule:

Those employed six months, but less than one year	\$500
Those employed one year, but less than three years	1,000
Those employed three years, but less than five years	
Those employed five years, but less than ten years	1,500
Those employed ten years, and over	2,000 Maximum

The insurance of those beginning with less than the maximum, \$2,000, will be increased in accordance with the entries appearing on the fourth page hereof until the maximum is attained.

#### NEW EMPLOYEES ELIGIBLE.

New employees will be insured under the same plan after six months of continuous service provided they are actively at work.

#### COST.

The Commerce Mining and Royalty Company has paid or will pay the premium cost on the above Insurance or benefits for one year and will do so during any renewal of said group policy by Commerce Mining and Royalty Company while said insured remains in the continuous employment of said Company.

#### BENEFICIARIES.

The beneficiary may be changed from time to time, such change to take effect upon receipt by the Metropolitan Life Insurance Company of due application for such change, and upon endorsement by the Insurance Company covering the change on the employee's Certificate. Should any beneficiary die before the insured, the interest of such beneficiary shall vest in the insured.

#### DISABILITY BENEFITS.

Any employee insured under this plan who shall become wholly and permanently disabled while in our employ before reaching the age of 60, either by accidental injury or disease, and is thereby permanently, continuously and wholly prevented from pursuing any and all gainful occupation, will be regarded as a claimant by the Metropolitan Life Insurance Company. Six months after the receipt of due proof of such disablement, the Insurance Company will begin making payments of the amount of insurance under any one of the following plans at the option of the person insured:

Sixty monthly instalments at the rate of \$18.00 per thousand dollars of insurance Five annual instalments at the rate of 214.00 per thousand dollars of insurance Ten annual instalments at the rate of 116.18 per thousand dollars of insurance Fifteen annual instalments at the rate of 83.90 per thousand dollars of insurance Twenty annual instalments at the rate of 67.98 per thousand dollars of insurance

In the event of the death of the insured during the period of total permanent disability, any instalments remaining unpaid shall be payable to the designated beneficiary.

This Certificate is valuable to you, and you should keep it in a very safe place, known to you and to your beneficiary.

TRUSTEES:

J. F. ROBINSON

C. M. HARVEY
G. L. COLEMAN

J. F. ROBINSON, PRESIDENT C. M. HARVEY, VICE-PRES.

G. L. COLEMAN, SEC'Y & TREAS. R. J. TUTHILL, AUDITOR

## COMMERCE MINING AND ROYALTY COMPANY

(A BUSINESS TRUST)

MIAMI, OKLA.

DEAR FRIEND:

This Certificate of Life Insurance is presented to you with the assurance that there exists on the part of your employer a personal and sympathetic interest in you and those who may be dependent upon you. It is issued to you with the hope that it may bring to you the feeling that faithful service is appreciated.

The Company feels that it can give no better token of its appreciation of your loyalty and cooperation.

We trust that you will accept this Certificate in the spirit in which it is given—a genuine expression of good will on our part for your loyal cooperation and service.

Secretary-Treasurer.

Very sincerely yours,

President.

COMMERCE MINING AND ROYALTY COMPANY IS THE DESIGNATION OF THE TRUSTEES UNDER AN AGREEMENT AND DECLARATION OF TRUSTEES UNDER AN AGREEMENT AND DECLARATION OF TRUST, DATED 1913, AND ALL PERSONS DEALING WITH IT MUST LOOK SOLELY TO THE TRUST PROPERTY FOR THE ENFORCEMENT OF ANY CLAIM AGAINST THE COMPANY, AS NEITHER THE TRUSTEE, OFFICERS OR SHARE HOLDER ASSUME ANY PERSONAL LIABILITY FOR OBLIGATIONS OF THE COMPANY.

#### REGISTER OF CHANGE OF BENEFICIARY

NOTE.—ENTRIES IN THIS REGISTER ARE TO BE MADE ONLY BY THE METROPOLITAN LIFE INSURANCE COMPANY AT ITS HOME OFFICE IN NEW YORK. NO OTHER ENTRIES WILL BE RECOGNIZED.

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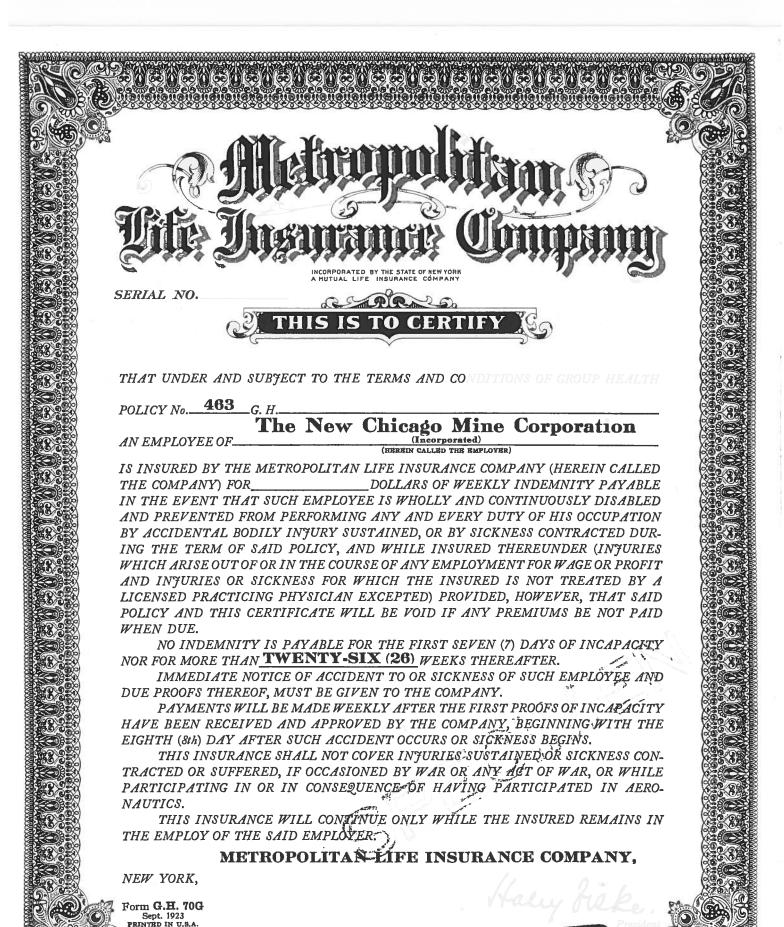
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#### SCHEDULE OF INSURANCE PAYABLE UNDER THIS CERTIFICATE

MINIMUM AMOUNT 8-

#### ADDITIONS FOR CONTINUOUS EMPLOYMENT

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
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HSM-0320

#### PLAN OF INSURANCE.

Each employee actively at work on the 22d day of November, 1924, who made written application for this insurance is insured under this Group Health and Non-occupational Accident Certificate for the amount appearing on the first page.

The payments of these benefits begin on the eighth day of incapacity and continue for a period of not more than twenty-six weeks thereafter.

#### NEW EMPLOYEES ELIGIBLE.

New employees will be eligible for this protection upon completion of three months of continuous service. They may apply for and obtain the insurance without medical examination within thirty-one days after completing three months' service, provided they are actively at work on the day application is made. This insurance will become effective on the 22d day of the calendar month next following the date of the application.

Any employee eligible for insurance in the original group and any new employee who has served the necessary probationary period who does not make application for this insurance within thirty-one days after becoming eligible, will, should he desire the insurance at a later date, be subject to a medical examination at his own expense as prescribed by the Insurance Company. This insurance will become effective on the 22d day of the calendar month next following the acceptance of the application by the Metropolitan Life Insurance Company.

COST.

The cost of this insurance is borne by the employees and the employer.

E. H. WOLFF
President & Treasurer
Joplin, Mo.

A. M. GAINES
Vice President & General Manager
Picher, Okla.

JESS RUMSEY
Secretary
Picher, Okla.

# The New Chicago Mine Corporation

PRODUCERS OF ZINC AND LEAD ORE

Picher, Okla.

#### TO OUR EMPLOYEES:

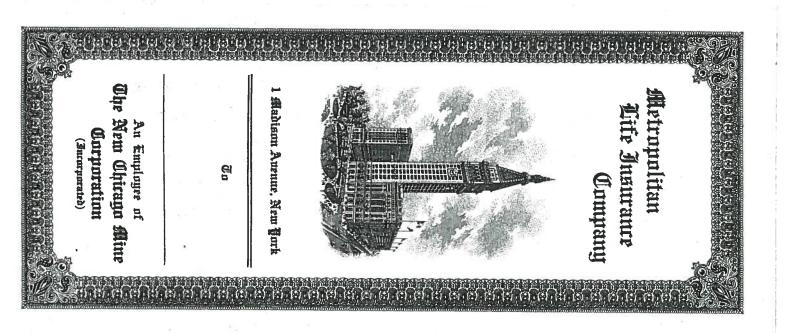
We are happy to announce to you that we have arranged with the Metropolitan Life Insurance Company to insure those employees who have made written application for Non-Occupational Injury or Ill-health. This will afford you and those dependent upon you, a means of relief in case of accident or sickness.

Very sincerely yours,

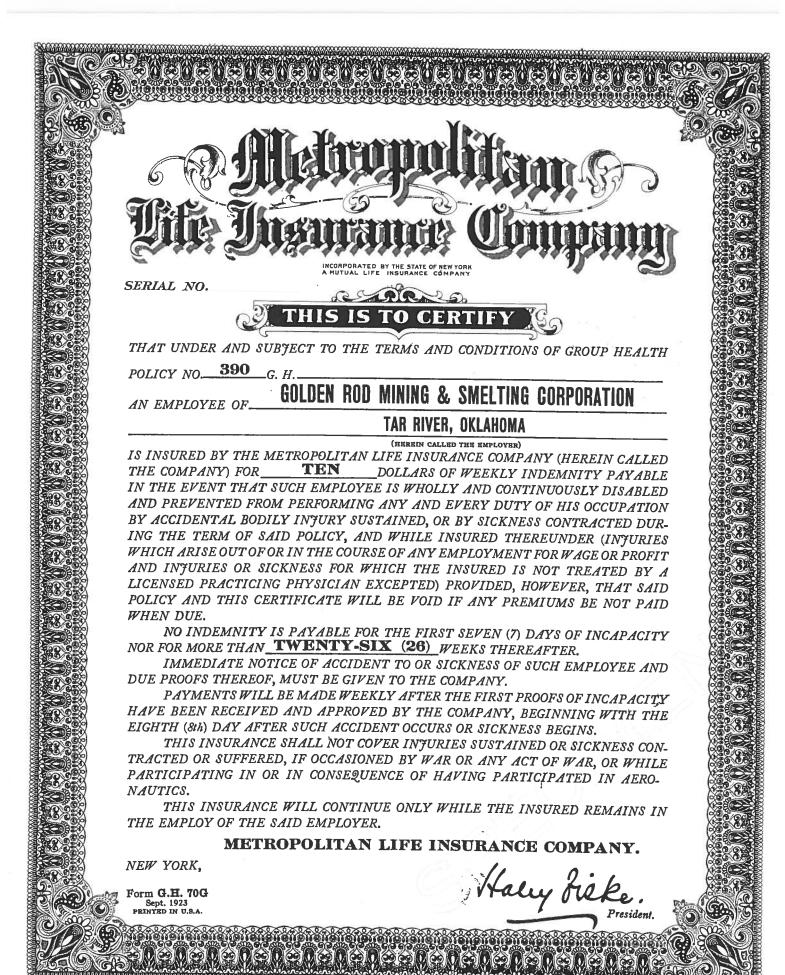
THE NEW CHICAGO MINE CORPORATION.

Manager.

am.g



This Certificate is valuable to you and should be placed with your Group Life Certificate. In case of sickness, communicate at once with your immediate superior.



#### PLAN OF INSURANCE.

Each employee actively at work on the 27th day of June, 1924, who has made written application for this insurance is insured under this Group Health and Non-occupational Accident Certificate for a weekly benefit of \$10.

The payments of these benefits begin on the eighth day of incapacity and continue for a period of not more than twenty-six weeks thereafter.

#### NEW EMPLOYEES ELIGIBLE.

New employees will be eligible for this protection upon the completion of three months of continuous service. They may apply for and obtain the insurance without medical examination within thirty-one days after completing three months' service, provided they are actively at work on the day application is made. This insurance will become effective on the 27th day of the calendar month next following the date of the application.

Any employee eligible for insurance in the original group and any new employee who has served the necessary probationary period who does not make application for this insurance within thirty-one days after becoming eligible, will, should he desire the insurance at a later date, be subject to a medical examination at his own expense as prescribed by the Insurance Company. This insurance will become effective on the 27th day of the calendar month next following the acceptance of the application by the Metropolitan Life Insurance Company.

COST.

The cost of this insurance is borne by the employees and the employer.

#### GOLDEN ROD MINING & SMELTING CORPORATION

EDGAR Z. WALLOWER, PRESIDENT H. C. MILLS, SEC'Y AND TREAS. FRANK C. WALLOWER, GEN. MGR. FIELD OFFICE, TAR RIVER, OKLA.

OPERATING IN THE MIAM! LEAD AND ZINC FIELD

ADDRESS ALL COMMUNICATIONS TO JOPLIN, Mo.

JOPLIN, MO.

TO THE CERTIFICATE HOLDER:

This policy, designed to safeguard your family in case of illness or death is made possible by the group action of all of your fellow employes.

We believe one of the chief benefits of this policy will be suggestions from the Insurance Company for the preservation of your health and the prevention of sickness.

Therefore if you value this policy which you are paying for, and the policy which the Company has taken for you, we ask you to do these three things:

- (1) Read the Health Bulletins and guard your health as your most precious possession.
- (2) Be constantly and habitually careful to avoid accidents for yourself.
- (3) Watch your fellow workmen for signs of carelessness and report them when they are wilfully careless.

Our interest is in your health and welfare.

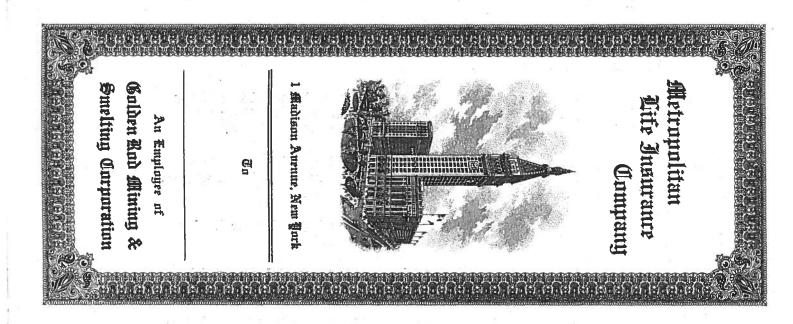
President.

Sincerely yours,

General Mgr

HSM-0326

Superintendent.



This Certificate is valuable to you and should be kept in a very safe place. In case of sickness, communicate at once with your immediate superior.

Metropolitan Life Insurance Company Haley Fiske, President GROUP INSURANCE DIVISION 1602 FEDERAL RESERVE BANK BUILDING S. B. E. SEESE, DIVISIONAL SALES MANAGER KANSAS CITY, MO. EDWARD R. SEESE, DIVISIONAL SALES MANAGER December 24, 1925 256 N Mr. H. I. Young, General Manager American Zinc, Lead & Smelter Company Mascot, Tennessee Dear Mr. Young: I was in Joplin the other day and took occasion to call upon your Mr. Johnson thinking possible he had heard from you since your return from the East. For your information, I want to say that we just put over the plan of Group for the Vinegar Hill and Century mines yesterday and also have an application from the Southwestern Railway for Group Insurance on their 200 or more employees. I mention this to show you that we are rapidly extending our coverage to the different mines in that field

and I hope that we may be able to number yours among the 25 or more we will have soon after the first of the year.

Very truly yours,

Ē. Sesse.

SBES:T

THE OCEAN ACCIDENT & GUARANTEE CORPORATION, LIMITED

UNITED

TATES BRANC

114 FIFTH AVENUENEW YO

HARLES HONEE LY

W. H. MARKHAM & CO., General Agents
Railway Exchange Bldg.
PHONE: CENTRAL 100
Joseph A. O'Hallaron, Manager
Ed. A. Keane, Assistant Manager

ST. LOUIS, MO.

January 5th, 1926

Mr. Howard I. Young, American Zinc Lead & Smelting Co., Mascot, Tenn.

Dear Howard:

- 00 Oklahama

The Liability Insurance at Granby and Waco will expire January 16th. I now have it in the U.S. Fidelity & Guaranty Company.

I got the U. S. F. & G. to write this risk when it was almost impossible to get any company to write any lead mine in Missouri. The U. S. F. & G. at the present time is the only company which will write a lead mine in Missouri and is very choice in its selection. It seems that Alexander and Alexander stole my thunder on the mine at Cardin, Oklahoma, and Mr. Johnson gave it to them. I know that he had good and sufficient reasons for so doing but I thought I would write and ask you if you would use your influence with Mr. Johnson to see if you could not get him to let up continue on the Waco Mine if we are successful in having the U. S. F. & . renew it. I anticipate that Alexander and Alexander will want to take this also and they will use the U. S. F. & G. I do not think it is quite fair for them to use the same company as I do when it was my influence with the agent's at Baxter Springs, Kansas which got that company to take the risk originally. In other words, it is easy enough for Alexander and Alexander to place this risk with the U. S. F. & G. since I have sold the U. S. F. & G. the Idea of taking it. It appears that they were not able to sell any other company the idea, otherwise they would not be using my company.

Mr. Johnson has been more than fair and friendly toward me and I know that a word or two would help.

Yours very truly,

W. H. MARKHAM & COMPANY,

Manager, Casualty Dept. Jennery 9th, 1926.

256 M

Mr. J. A. O'Helleron. G. H. Merkhem & Company. St. Louis, Missouri.

My doar Joot

I have yours of the 5th, which was forwarded here from Mascot. I will no doubt be here until the 13th or 14th, and if you are here next week, hope to have the opportunity of seeing you. In the event I do not see you, believe Mr. Johnson will arrange with you for our Waco business providing your rates are satisfactory.

Very truly yours.

LE HAGER OF MINES.

MY: PR

THE OCEAN ACCID CORPORATION.LIMITED

W. H. MARKHAM & CO., General Agents

Railway Exchange Bldg. PHONE: CENTRAL 100 Joseph A. O'Hallaron, Manager Ed. A. Keane, Assistant Manager

ST. LOUIS, MO.

January 11, 1926.

56° M

Mr. Howard I. Young, % American Zinc, Lead & Smelting Co., Box 870, Joplin, Mo.

Lear Howard: -

On account of the fact that the Superintendent of our Liability Department wired me today that he is going to be in St. Louis on the 13th and 14th and possibly on the 15th, I am disappointed to say that I will not be able to get to Joplin this week, although I would certainly like to see you again.

Would you mind explaining to Mr. Johnson the fix I am in and tell him that - have ordered a binder from the U. S. Fidelity & Guaranty Company to cover for a period of ten days from January 16th, the expiration of your present policy, and within that time I will be able to get to Joplin and talk the situation over with him. I am sure I have a proposition that will be satisfactory to him, but if it is nt he will not be bound by any short rate.

Regretting that I will not have the pleasure of talking to you and Mr. Johnson together and assuring you that I would appreciate a visit from you the next time you come thru with kindes personal regards, St. Louis, I am,

Very truly yours.

W. H. MARKHAM & COMPANY.

Manager, Casualty Dept.

L

WHEN IN ATLANTA STOP AT HOTEL WINECOFF WHEN IN NASHVILLE STOP AT HOTEL HERMITAGE

FARRAGUT OPERATING CO, PROPS. DIRECTION ROBERT R. MEYER

300 ROOMS FACH WITH INDIVIDUAL BATH AND EFTRIC CEILING FANS

MODERN EROPEAN

FIREPROOF

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WHEN IN ATLANTA STOP AT HOTEL WINECOFF WHEN IN NASHVILLE STOP AT HOTEL HERMITAGE



KNOXVILLE, TENN.

L.M. WAITE, ill during the past two Law to our 25 mine 9

#### THE OCEAN ACCIDENT &

W. H. MARKHAM & CO., General Agents Railway Exchange Bldg. Phone: Central 0100

JOSEPH A. O'HALLARON, Manager ED. A. KEANE, Assistant Manager ST. LOUIS, MO.

2561

for The fhone

January 25th, 1926

Mr. Howard I. Young, Hotel Statler, St. Louis, Missouri.

Dear Howard:

I tried to get you several times today but your room was always empty. I also dropped in at the Statler but did not run across you.

What I want is to have you out to our house to dinner Tuesday evening, and when you get this letter if you will call up at the office and, if I am out, tell Mr. Keane the answer. I can come by for you at the Statler at 5:15 Tuesday evening and take you out to Webster Groves where we live. After dinner we can take in a show.

f not-Tuesday how about - Wednesday

Yours very truly,

AMERICAN ZINC, LEAD & SMELTING CO,

JOPLIN, MO.

FOR I. I. Young, Mgr. of Mines.

Joplin, Missouri, February 4th, 1926.

Mr. G. W. Johnson, Mgr., Joplin, Missouri.

Dear Sir:-

With reference to the matter of insurance rebates covered by the attached correspondence beg to advise that I have examined the Oklahoma Statutes in regard to this matter and find that Section 6758 of the 1921 Statutes prohibits any insurance company, or individual officer or employee, from paying any rebate on premiums - the penalty being revocation of license to do business or a fine of not less than \$50.00 or more than \$300.00, or imprisonment not exceeding 6 months, or by both such fine and imprisonment. This Statute is applicable to all kinds of insurance.

Section 6747 prohibits Fire, Tornado, Plate Glass and Liability Companies from collecting a greater or less compensation for insurance from one person than from another and declares such action unlawful.

Section 6722 prohibits any person knowingly receiving any rebate or any special contract of employment, etc. as an inducement to take any policy of life insurance, so doing being declared a misdemeanor.

I do not find any where in the Statutes any prohibition against the receiving of a rebate on liability insurance nor any provision punishing the receipt of any such rebate as a crime.

So far as the laws of Oklahoma are concerned and they would govern the matter referred to in enclosed correspondence, there is no liability, criminal or otherwise, incurred in this matter.

Yours very truly,

HWB: j enc.

(signed) H. W. Blair.

#### AMERICAN ZINC. LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

256 M

JOPLIN, MO. FEBRUARY 5, 1926.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I received credit memorandums from Alexander & Alexander, Inc., covering their guarantee of a five per cent saving on our Oklahoma Liability Policy for the year 1925 and the six per cent reduction in rate on account of no loss in excess of \$5,000. The two memorandums total \$510.02 I placed all my correspondence together with these credit memorandums in the hands of Mr. Blair and he has today handed me his written opinion as per enclosed copy for you.

In view of all the facts set out by Mr. Blair it is my opinion we should accept their credits, but to avoid any questions being asked by the auditor of the insurance company who checks up our account every few months I am today writing Mr. Drew for a check to cover. If, however, he does not wish to credit the account by check I presume we should deduct the amount from the next two vouchers issued Alexander & Alexander.

Should you not agree with Mr. Blair and me in this matter please advise by wire.

Yours very truly

MANAGER.

GWJ:LLB

256 M

FEBRUARY 8, 1926.

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Company, P. O. Box 870, JOPLIN - MISSOURI.

Dear Wes: -

I have yours of the 5th, regarding Oklahoma insurance. I see no reason why it is not satisfactory to accept credit memo account of these refunds.

Very truly yours,

MANAGER OF MINES.

HIYLS

#### AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO. April 5, 1926.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

Enclosed herewith is letter just received from the Associated Industries of Missouri soliciting a subscription to finance the educational campaign for acceptance of the Work-men's Compensation Law by the people at the general election in November, also pamphlet entitled "Insurance Costs Sky-Rocketing" which I trust you will carefully read.

We have paid our membership fee of \$50.00 which, of course, will be deductable from any amount we may now subscribe on the basis of \$1.00 on each \$1,000.00 of annual payroll. The amount on which we paid employers liability insurance last year was \$97,-487.81; therefore we would now subscribe \$47.00 to the association.

We have discussed this Compensation Law several times and it is my understanding you are not in favor of its passage, but after reading the letter and pamphlet attached hereto I hope you will approve our making the subscription. At present the U. S. Fidelity & Guaranty Company is the only strong company writing liability insurance on mines in Jasper County and I have been told it will withdraw if the new Compensation Law does not go into effect. It is my opinion our only hope for ample protection at a reasonable cost is the passage of this bill by the vote of the people.

Mr. H. I. Young, Page No. 2

An early reply will be greatly appreciated.

Please return the attached papers.

Yours very truly,

MANAGER!

GWJ: LLB

2 SG April

April 18, 1926.

American Line, Lead & Smelting Co., P. O. Box 870, Joplin.

Door West

pherplots from the Associated Industries of issouri regarding Workmen's Compensation Lew which will be up for adoption by the people in November. I am returning, herewith, the phemplets.

my opinion, a very drastic one and will result ultimately in a very high rate to the mining companies.

much more reasonable than yours and oven at that our rates have increased since its adoption in 1919 well over 100%. It finally became necessary for the Company to carry their own insurance and to date we have made a caving of approximately 50% below what it would have cost to carry with an inderwriting Company.

enall to justify colf-incurance, but I believe if we are successful in building up a nice reserve here the company could well afford to combine all of its proporties and carry the liability insurance. I gather from these phamplets, however, that the eard of directors of the Associated Industries has decided that this is as good a bill as can be expected. This association is eade up of some of

#### ASSOCIATED INDUSTRIES OF MISSOURI

BOATMEN'S BANK BUILDING, SAINT LOUIS COMMERCE BUILDING, KANSAS CITY

Bulletin No. 253

July 6, 1926.

TWO WORKMEN'S COMPENSATION MEASURES
TO BE ON BALLOT.

Initiative petitions to place a second Workmen's Compensation measure on the ballot to be voted upon at the November election were filed with the Secretary of State on Monday, June 28th, by Maurice Cassidy, Secretary of the Building Trades Council of St. Louis. The count of signatures by the Secretary of State showed 59,067 names on the petitions, of which 739 were rejected because of defects in signing, leaving a surplus of 12,438 names over the 45,890 required by the law.

THE SAME MEASURE DEFEATED IN 1924 BY A MAJORITY OF APPROXIMATELY 450,000 VOTES.

The language of this initiative measure which will appear on the ballot in November as "Proposition No. 3" is almost identical with that of the measure initiated by organized labor in 1924, known as "Proposition No. 6", which the voters of Missouri defeated by a majority of approximately 450,000.

The provisions of this measure are more drastic than any law now in effect in any foreign nation, or any of the forty-two states which operate under Workmen's Compensation in this country, and should it by any chance be approved by the voters we can state without danger of dispute that business in Missouri would be saddled with an extremely high overhead cost which would put many of our smaller concerns completely out of business, and force many large industries to transfer their factories to other states.

The cost to the taxpayers of Missouri for printing the 1924 measure in the various newspapers in the state, as required by law, was close to \$70,000, and this cost will be repeated this year for the printing of the initiative measure.

DEFEAT OF WORKMEN'S COMPENSATION OBJECT OF INITIATIVE MEASURE.

The professional damage suit attorneys of Missouri, whose income depends largely upon defeat of the Workmen's Compensation law, are supporting the initiative measure, which will appear as "Proposition No. 3", hoping that the voters of the state will not be able to differentiate between this measure and the Compensation Act passed by the last General Assembly, which will appear on the ballot as "Proposition No. 1".

IT IS THE CLEAR DUTY OF EVERY THINKING CITIZEN OF MISSOURI TO MAKE A PERSONAL EFFORT TO DEFEAT "PROPOSITION NO. 5", which, if adopted, would greatly handicap the development and prosperity of Missouri.

#### ASSOCIATED INDUSTRIES OF MISSOURI

BOATMEN'S BANK BUILDING, SAINT LOUIS COMMERCE BUILDING, KANSAS CITY

Bulletin No. 253 - page #2

July 6, 1926.

VOTE YES -- SCRATCH NO. 1"

The Fair and Equitable Workmen's Compensation
Act Passed by the last Missouri
General Assembly

\* \* \* \* \*

The Workmen's Compensation act which, after many public hearings and careful study of all of its provisions, was passed at the last session of the Legislature, has been referred back to the voters through the efforts of the damage suit attorneys of Missouri, and will appear on the ballot as "Proposition No. 1".

"Proposition No. 1" has the united support of the Missouri State Federation of Labor and all business in Missouri. It has also been endorsed by leading organizations of farmers, bankers, newspaper editors and chambers of commerce.

Its provisions are fair and equitable both to industry and labor, and if approved by the voters at the November election is guaranteed to promote industrial activity and progress in Missouri.

\*PROPOSITION NO. 1" SPECIFICALLY EXEMPTS THE FARMERS FROM COMING UNDER ANY PROVISION OF THE LAW, but the farmers are vitally interested in the fact that this law will reduce the cost of manufacturing and selling in Missouri, thus decreasing the price paid by the consumer for these commodities.

THE INTEREST OF THE PEOPLE OF MISSOURI LIES IN SECURING THE ADOPTION OF \*PROPOSITION NO. 1".

THE INTEREST OF THE DAMAGE SUIT ATTORNEYS, WHICH IS PURELY SELFISH AND PERSONAL, LIES IN DEFEATING "PROPOSITION NO. 1", BY ASKING SUPPORT OF "PROPOSITION NO. 3".

\* The Associated Industries is making a care- \* ful digest of the provisions of "Proposition \* No. 3", the initiative measure supported by \* the damage suit attorneys, and copies of this \* digest will be furnished upon request. \* \*

DAY LETTER MIGHTTELEGRAM NIGHT LETTER The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram.

#### 

July 15, 193

Mr. H. I. Young, Manager of Mines, A.Z.L.& S. Co. c/o Mayflower Hotel, Washington. D. C.

U.S.F.& G. THROUGH MARKHAM & COMPANY HAVE FORWARDED US ANDORSEMENT FOR MISSOURI LIABILITY POLICY INCREASING PREMIUMS RETROACTIVE TO MAY FIRST EIGHTEEN AND TWO TENTHS PERCENT ACCOUNT EXPERIENCE RATING MAKING MINE RATE EIGHT FIFTY NINE STOP HAVE TAKEN UP WITH ALEXANDER AND ALEXANDER TULSA AND THEY HAVE WIRED BALTIMORE STOP SUGGEST YOU ARRAGE MEETING WITH DREW IF POSSIBLE AS BELIEVE HE CAN BLOCK STOP MY OPIN ON THIS INCREASE PROBABLY MADE TO ELIMINATE SAVING TO US BY USE OF CLASSIFIED PAYROLL AND TO FORCE BUSINESS FROM MARKHAM & COMPANY WHO ARE DIRECT AGENTS FOR OCEAN COMPANY STOP STRAIGHT RATING OF SEVEN TWO SIX EIGHT WILL SAVE US FROM TEN TO FIFTEE DOLLARS PER MONTH ADVISE.

G. W. JOHNSON.

Day Letter/Chg. A.Z.L.& S. Co.

Mr. H. I. Young % Mayflower Hotel. Washington, D. C.

REINSURANCE SUGGEST YOU MEET THEIR MAN HANDLING HENDERSON'S WIRE FROM TULSA IF POSSIBLE.

G. W. JOHNSON

Str./Chg. American Z. L. & S. Co.

#### CONFIRMATION TELEGRAM

SENT THIS DAY BY

#### AMERICAN ZINC COMPANY OF TENNESSEE

MASCOT, TENNESSEE

JULY 17, 1926.

G. W. Johnson, Manager, American Zinc, Lead & Smelting Company, 235 McKinley Building, JOPLIN - MISSOURI.



Retel For reasons will explain to you in person suggest you continue Missouri insurance with Markham Stop Please advise how soon you expect Big Chief on basis originally estimated.

H. I. Young.

					[	
DATE	то wном	ADDRESS	SENDER	SENT	CHARGES	NUMBEI
-				·		

7/17/26. G.W. Johnson, Moplin. Mo. H. I. Young, POST DL Mo. R-3423

CLASS OF SERVI	CE
Telegram	_
Day Letter	
Night Message	_
Night Letter	
If no class of service is	

mitted as a full-rate telegram.

#### COPY OF Wiestiern union teiliegrai

July 17, 1926

Mr. H. I. Young, Manager of Mines, American Zino, Lead & Smelting Co., Knoxville, Tennessee.

IF WE CARE TO CANCEL PRESENT POLICY HENDERSON TULSA OFFERS REWRITE MISSOURI RISK WITH SAME COMPANY AT THE INCREASED RATES BUT CUARANTEES FIVE PERCENT SAVING AT APPROXIMATELY THIRTY DOLLARS PER MONTH STOP BELIEVE A. & A. POSITION DO US MOST GOOD THIS COMPANY IN FUTURE AND SAVING WORTH SOMETHING THEREFORE RECOMMEND CHANGE OF BROKERS

G. W. JOHNSON

Day Letter/Chg. A.Z.L.& S. Co.

Mr. G. W. Johnson, Manager. American Zino, Lead & Smelting Company, P. O. Box 870. JOPLIN - MISSOURI.

My dear Wes:

I received your wire in Washington advising that U. S. P. & G. were increasing your rate, as of May 1st, approximately 18.2%. This increase is, no doubt, due to your unfortunate experience at the High Five. I imagine even with the higher rate the Insurance Company will lose money on your risk.

We belong to the Tri-State Accident Prevention Association and make annual contribution to this organization. I presume you report to them all accidents and give them all data as to shifts worked, time lost on each accident, etc. I will appreciate if you will discuss with Mr. Ageton, or Mr. Nesbit our accident statistics, and advise me how we rank with other operators who are reporting to this association. I believe Ageton has all the mining companies classified, and see no reason why our experience should not be as good as other operators in that district.

I have wired you advising you to accept this increase and continue to carry your risk with Markham. Will discuss reasons for continuing with him the next time I am in Joplin.

very truly yours.

MANAGER OF MINES.

JOPLIN, MO.

H. I. Young, Mgr. of Mines

Tulsa, Oklahoma, November 8, 1926.

Mr. G. W. Johnson, Mgr., American Zinc, Lead & Smelting Co., Joplin, Mo.

Dear Mr. Johnson:

Confirming our telephone conversation of this date, regarding the renewal of your Workmen's Compensation Public Liability and Excess Policy on November 28, 1926.

As we have previously advised you, the Bureau promulgated a debit of 5% in January, 1926, due to a loss ratio of 70% during policy year 1924 - this increased the rate from \$6.00 to \$6.318. This debit we succeeded in having the United States Fidelity and Guaranty Company ignore. As the debit above referred to was promulgated by the Oklahoma Bureau, it will be necessary that they apply this to the renewal of the policy on November 28th. However, in January, 1927, your 1925 ratio should become available, and as your loss debit for 1925 was for 48%, the debit will become a credit. Whereever you place the renewal of the business, the \$6.318 rate will be effective.

Due to our close association with the Home Office, we have saved you this difference from January to December, and as soon after the first of the year as the Bureau promulgates a new rate, taking into effect your 1925 experience, we will be able to give you the credit, and at the same time we will continue to furnish you the Excess coverage on the same basis as heretofore, without cost to yourselves.

We would ask that you keep the contents of this letter confidential, as if it should get out, we would be forced to bill you for the debit which we have not delivered to you.

We trust that our handling of your compensation to date will enable you to give us the renewal order. We appreciate your business very much indeed, and are constantly striving to merit your faith in us. At this time we do not believe that your debit rate will be in effect for more than sixty days.

With kind personal regards, we are

Yours very truly,

ALEXANDER & ALEXANDER INC.

By (signed) C. S. Drew,

Manager, Casualty & Surety Dept.

CSD:LL

### AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

November 13, 1926.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., c/o Silver Dyke Mining Company, Neihart, Montana.

Dear Howard:

I am inclosing herewith copy of letter just received from Mr. C. S. Drew of Alexander & Alexander, Inc., which is practically self-explanatory.

It is quite true we should be paying the increased rate referred to and no doubt Drew is correct in his statement that we will be forced to renew on this basis. However, he told me over the telephone from Tulsa that it was his opinion our rate by February, 1927, should be reduced to around \$5.75. You will note Alexander & Alexander will continue to protect us for \$5,000.00 additional coverage over that specified in the U. S. F. & G. Policy.

Mr. O'Hallaron of W. H. Markham & Company is very anxious to get this business and will call on me next week to discuss same. If he can not offer a much better proposition than Alexander & Alexander I think we should renew through the latter company. Messrs. Drew and Henderson have certainly taken care of our liability insurance business in nice shape and are deserving of much credit.

Yours very truly,

MANAGER.

GWJ: LLB

NIGHT LETTER Patrons should mark an X oppo-site the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

#### ELEGRAM

NEWCOMB CARLTON, PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

TIME FILED

November 15, 1926.

Mr. H. I. Young, Mgr. of Mines, American Zinc, Lead & Smelting Co.,

Rainbow Hotel, Great Falls, Montana.

AM ADVISED COMPENSATION INSURANCE COMPANIES HAVE FILED APPLICATION WITH STA COMMISSIONER FOR MINING RATE UNDER NEW LAW OF THIRTEEN NINETY FOUR STOP BLA WILL BE JEFFERSON CITY WEDNESDAY AND EXPECTS GET TRUE STATUS RATEQUESTION STOP IF HE THINKS ANY CHANCE ABOVE RATE BEING APPROVED I EXPECT TRY ARRANGI MEETING ALL INTERESTED OPERATORS AND XXXX PROPOSE COMMITTEE BE APPOINTED TO STRONGLY PROTEST BEFORE COMMISSIONER STOP SHOULD WE ULTIMATELY GET SUBSTANTIAL INCREASE THINK COMPANY SHOULD BE PREPARED CARRY OWN RISK. Adhnson

G. W.

Night Letter/Chg. A.Z.L.& S. Co.

November 15, 1926

Elmer Donnell, Managing Director, Associated Industries of Missouri, St. Louis, Mo.

PLEASE ADVISE WHAT ACTION IF ANY ASSOCIATED INDUSTRIES IS TAKING IN PROTEST EXORBITANT RATE FOR METAL MINING RECENTLY SUBMITTED BY COMPENS TION INSURANCE COMPANIES FOR APPROVAL STATE COMMISSIONER STOP UNDERSTA THEY ARE ASKING THIRTEEN POINT NINETY FOUR PERCENT PAYROLL OR BETTER THAN SIXTY PERCENT INCREASE OVER PRESENT RATE.

AMERICAN Z. L. & S. CO.

CLASS OF SERV	ICE DESIRED
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# WESTERN UNION WESTERNUNION TELEGRAM

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NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

St. Louis, Mo. Nov. 16.

American Zinc, Lead & Smelting Co., Joplin. Mo.

NATIONAL COMPENSATION RATING BUREAU HAS SUBMITTED TO INSURANCE COMMISSIONE OF MISSOURI PROPOSED RATES TO COVER ALL INDUSTRIES STOP BEN HYDE INSURANCE COMMISSIONER IS IN CALIFORNIA AND I UNDERSTAND WILL NOT RETURN BEFORE NOVEMBER TWENTY SECOND WHEN HEARING ON RATES WILL BE HELD STOP PROTESTS BY ANY CLASSIFICATION OF INDUSTRY AGAINST UNFAIR RATES SHOULD BE MADE TO HYDE ON OR BEFORE DATE OF HEARING ASSOCIATED INDUSTRIES NOT AT THIS TIME IN POSITION TO COMBAT RATES OR ASK FOR INCREASE OR DECREASE.

ASSOCIATED INDUSTRIES OF MISSOURI.

## POSTAL TELEGRAPH - COMMERCIAL CABLES CLASS OF SERVICE DESIRED FAST TELEGRAM CLASS OF SERVICE DESIRED FAST TELEGRAM FAST TELEGRAM

CLASS OF SERVICE DESIRED			
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transmitted as a fast telegram.

TELEGRAMS
TO ALL
AMERICA
TELEGRAMS
TO ALL
THE WORLD

RECEIVER'S NUMBER

CHECK

TIME FILED

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

November 17. 1926.

STANDARD TIME

Mr. H. I. Young, Mgr. of Mines, A.Z.L.& S. Co., c/o Mineral Point Zinc Co., Galena, Ill.

RETEL UNTIL HEARING HAS BEEN HELD AND PROTESTS CONSIDERED BY COMMISSIONER WILL NOT HAVE ACTUAL RATES STOP MANY CLASSIFICATIONS LISTED AT LOWER RATES THAN AT PRESENT AND WE MINE OPERATORS MAY GET SUBSTANTIAL CUT STOP IMPOSSIBLE FURNISH DATA YOU REQUEST ACCOUNT WE NOR INSURANCE COMPANIES KEEP ANY RECORD TIME LOST AS UNDER COMMON LAW THERE ARE NO REGULATIONS REQUIRING INJURED PARTIES TO REPORT AND INFORMATION REALLY/OF NO VALUE IN ORDINARY SETTLEMENTS STOP AM HAVING PAYROLL AND PREMIUM DATA COMPILED AND WILL FORWARD TWO COPIES LAW WHICH STATES REQUIREMENTS FOR CARRYING OWN RISK STOP PLEASE ADVISE MAIL ADDRESS.

Night Letter/Chg. A.Z.L.& S. Co.

G. W. JOHNSON

#### AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO. November 18, 1926.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

Supplementing my letter of November 13th in regard to the renewal of our Oklahoma liability insurance coverage, Mr. O'Hallaron of W. H. Markham & Company has called on me and submits a split payroll proposition that is to all appearances better for us than the renewal proposition submitted by Alexander & Alexander. However, the coverage will be secured by the issuance of a new policy on our Big Chief tailings retreatment plant that will later be endorsed to include milling operations and mining This seems to me a little "shady" and subject to check and comparison by the U. S. F. & G. Company which may result in our "getting in bad with these people. You will recall we have been of erating in Missouri on the split payroll system for several years but only the last year or so with the U. S. F. & G. Company and last July the raised our rates claiming the bureau promulgated a debit. I immediately started figuring and found that by using the higher rates on the different classifications of our payroll that the total premium payable checked out within a very few dollars of what the coverage would have cost as had we been paying the regular manual rate for mining which of course applies to classifi-I still think that debit was made for/other cation pertaining thereto. purpose than to give the insurance company their proper income. O'Hallaron does not agree with me but he will Admit the Missouri Bureau is made up of the several liability insurance companies writing in this

Mr. H. I. Young, Page No. 2

state and it certainly would be easy for the U. S. F. & G. to get through a debit that would put us on the proper basis insofar as their premium income might be effected. I am inclined to believe this same situation will eventually develop in Oklahoma should we attempt to evade the rulings and accept O'Hallaron's proposition.

I have agreed, however, to put the proposition up to you; therefore, you will find attached hereto O'Hallaron's proposal, together with his letter to me setting out the procedure for securing same and also his many contentions in connection therewith, which seem to me all too personal. I can not agree with many of his statements regarding Alexander & Alexander nor his claims for securing our Missouri coverage with U.S.F.& G. I am quite sure we could have done as well with either our Baltimore Brokers or Bomford Brothers at Miami. I happen to know Bomford Brothers do not like Markham & Company any better than they do Alexander & Alexander

Also insofar as our Missouri coverage is concerned I am not so sure Alexander & Alexander can not do more for us than Markham and Company, but of course I do not believe it would be good business to make a change until the expiration of our policy now in force and effect. In this connection I might add that it would not be my intention to consider self-insurance until that time either even though the final rate agreed on by the commissioner may be excessive.

Please return the proposal and letter from Markham on our Oklahoma risk with your reply.

Very truly

MANAGER.

GWJ: LLB

JOPLIN, MO.

~OR

St. Louis, Mo.

November 19, 1926

Mr. G. W. Johnson, Mgr., American Zinc, Lead & Smelting Co., Joplin, Mo.

Dear Mr. Johnson:

I am attaching hereto copy of response made to a letter received from W. B. Montgomery, Jr., of the Grasselli Mining Corporation, containing a protest against the proposed increase in premium rates on mining operations under the Workmen's Compensation Law.

If it develops that the Associated Industries can assist in strengthening the protest against the increase in rates, there will be no hesitancy on our part in taking such action.

Yours very truly,

ASSOCIATED INDUSTRIES OF MISSOURI.

(Signed) Elmer Donnell.

ED-SB

FOR

November 19, 1926

Mr. W. B. Montgomery, Jr., Grasselli Mining Corporation, 209 Cosgrove Building, Joplin, Mo.

Dear Sir:

I have been advised from several sources in the Joplin district, that the premium rates on lead and zinc mining operations will, under the new Workmen's Compensation Law, be very materially increased.

The making of rates, as you understand, is an extremely technical problem and the proposed rates for Missouri have been figured or and will be submitted to the Insurance Department of the state by the experts of the National Workmen's Compensation Rating Bureau, which keeps a complete check on accidents in every line of industry in every state in which there is a Workmen's Compensation Law.

I am informed by that Bureau that there being no Workmen's Compensation experience in the state of Missouri, our rates are, therefore, based upon national experience but will, without doubt, be changed after the Bureau has Missouri experience for two or three years.

The proposed rates, however, are only tentative, as Mr. Ben Hyde, the Insurance Commissioner of Missouri, must make the final decisior as to what rates may be charged for this state.

The Associated Industries of Missouri, not being in the insurance business, has no actuarial experience and no authentic information upon which to base an intelligent protest.

I feel, therefore, that the Association of Mine Operators, who do business in Kansas, Oklahoma, and Missouri, is in a much better postion, than any organization in the state, to go before the Insurance Commissioner on a matter which effects the mining industry.

Your protest should be made as a result of actual experience in these three states, based upon the premiums which you pay under Workmen's Compensation Laws in Kansas and Oklahoma. The rates charged against lead and zinc mine operators in other states should also be brought to the attention of Mr. Hyde, when making a protest against the proposed Missouri rates.

The proposed rates chargeable against all industry, prepared by the National Compensation Rating Bureau, have been kept very secret, although we have several times been advised that the percentage would be from 20% to 35% lower than the level of rates in New York state.

JOPLIN, MO.

FOR

Mr. W. B. Montgomery, Page No. 2

I am inreceipt of a communication from the Secretary of the Rating Department of the National Counsel on Compensation Insurance, 151 Fifth Ave., New York City, which practically verifies the information we have had in the past from this organization.

Taking into consideration death and all classes of injuries in all lines of industries, the cost in New York is given as 1000%, Illinois as 755% and Missouri as 878%, showing that Missouri is considerably lower than New York and slightly higher than Illinois. These figures you understand do not apply to any one classification, but to all lines of industry.

The rates proposed are known as "basic rates" and will be used as such by all classes of insurance carriers, including old lines, reciprocals and mutuals.

We have authentic information that a new schedule of employers' liability rates for all industries in Missouri has been promulgated and would have been put into effect on December 1st, if the Workmen's Compensation Law had been defeated.

The new schedule provided for a very material increase in the rates which you have been paying.

If the mine operators would prefer to take a chance on this new schedule being lower than the schedule which will apply under Workmen's Compensation, they may reject the Workmen's Compensation Law and continue to operate under the old common law system. Such rejection will give you an opportunity to find out whether or not the new rates under Workmen's Compensation are higher than the new rates would be under an employers' liability. My personal opinion is, judging from the information at hand, that you will find the compensation rates to be lower than those which would have been charged had compensation been defeated.

I have endeavored, as nearly as possible, to give you a brief but complete digest of the rate situation as it will apply to the state of Missouri and believing that not only your company but other mining corporations in the Joplin district should have this information, I am sending a copy of this letter to all mining executives who have contributed to the fund of the Associated Industries of Missouri.

I realize that I have not given a satisfactory answer to your protest against the increase in rates, but I have not been able to determine what action, if any, the Associated Industries could take which would have any effect on the final decision of the Insurance Commissioner of Missouri.

I am confident that a protest made by the mine operators themselves or by their own association, would be much more effective than anything which we could do, and I would suggest that you, together with other operators, telegraph Mr. Ben Hyde and follow same by a letter setting out your contentions and asking for a hearing before rates are finally determined or agreed to by his department.

Very sincerely yours,

ASSOCIATED INDUSTRIES OF MISSOURI.

November 20, 1926.

Mr. J. R. Sharpe, Chief Clerk, Insurance Department, Jefferson City, Missouri.

Dear Sir:

Referring to conversation with you in Jefferson City the other day in reference to the rates to be imposed upon zinc and lead mines under the new Compensation Act, and your suggestion that we place the matter in writing regarding our request for a hearing before the Commissioner upon the proposed rate, beg to advise:

Zinc and lead mining in this District (Jasper, Lawrence and Newton counties) was almost abandoned in 1917 and 1918 when the new zinc and lead field at licher, Oklahoma, came in. Since that time operators here have been unable to run account the richness and larger percentage of metal found in the mine run rock of the Oklahoma field.

Recently there has been a great deal of exploratory work in this field and a few mines opened. They cannot make much profit but can operate under present conditions. They are, however, operating upon a very slight margin of profit. They have been paying an insurance rate of 7.28. The proposed rate under the new Compensation Act is 13.94. This is nearly a 100% increase.

Expressed in royalty, this amounts to an increase in royalty of nearly 4% on \$50 per ton for ore. Ore is selling now at \$47 per ton. The operator pays (on the average) 10% royalty to the land owner (in many cases 12% or 15%). Adding 4% royalty not only eliminates profit but makes the operation an absolute loss.

Placing the proposed rate in effect will put a number of mining operations out of business entirely and will seriously affect other present operations. A most serious phase of the matter is that there is a consistent effort upon the part of mining people here to interest foreign capital in coming into the field here at this time. It takes large mills handling very large tonnages of rock to make any money at present operating costs. Large investments and much capital is essential to keep the Missouri zinc and lead mines going concerns. Capital cannot be persuaded to come in here and make such large investments, giv-

ing employment to large numbers of our citizens, unless a showing of profit can be made. No such showing can be made with an insurance rate amounting to an addition 3% or 4% royalty.

We are writing on behalf of the following companies operating in this field:

American Zinc, Lead & Smelting Company,
Log Cabin Mining Company,
High Five Mining Company,
Banner Investment Company,
AWC Mining Company,
Tri-State Mining and Development Company,
Jasper Mining Company,
Vantage Mining Company,
Rakowsky-Naething Company,
Kansas Explorations, Inc.,
Childress Mining Company,

and other smaller companies.

Other companies who are intensely interested are the Universal Explorations, Barnsdall Companies, Grasselli Chemical Company, some of whom doubtless have already written you.

It is the earnest desire of these Companies to be heard before any such rate as is proposed is put into effect, and we respectfully request an opportunity to present this matter to you in Jefferson City at such date as you may fix.

Respectfully yours,
McREYNOIDS & BLAIR.

St. Louis, Missouri,
November 20th, 1926.

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Co., Court House Building, Joplin, Missouri.

Dear Sir:

Attached hereto is Workmen's Compensation Endorsement from the U. S. F. & G. for policy CE-716 in accordance with your request.

It now develops that the Compensation Act does not become effective until January 9th which brings the effective date of the Compensation Act almost even with the expiration date of your policy.

Yours very truly,

W. H. MARKHAM & COMPANY.

(signed) J. A. O'Hallaron,

Manager, Casualty Dept.

## THE OCEAN ACCIDENT & GUARANTE CORPORATION, LIMITED

UNITER

STATES BRANCH

ONE PARK

HE BUTTONG, NEW YORK

CHARLES H NEEL

W. H. MARKHAM & CO., General Agents
Railway Exchange Building
'Phone: Central 0100
JOSEPH A. O'HALLARON, Manager
ED. A. KEANE, Assistant Manager

ST. LOUIS, MO.

November 20th, 1926

.

Mr. Howard I. Young, Manager, American Zinc, Lead & Smelting Company, Mascot, Tennessee.

Dear Howard:

A few days agi I was in Joplin and had a talk with Wes Johnson about Workmen's Compensation Insurance on your Cardin, Oklahoma mine. He has undoubtedly sent you the details.

The net result of the proposition would be that you could expect to get the following rates on your Cardin mine.

Lead and zinc mining - - - - - \$6.00

Ore milling and concentration - 1.70

I was at Baxter Springs and had a long talk with 0. M.

Spratt who represents the U. S. Fidelity & Guaranty, and who is a very good friend of mine, and we worked out a plan whereby we undertook to produce this result. Also Spratt thinks it would be a good idea to have the contractor who is building the new mill at Cardin let himself be covered under your Workmen's Compensation policy which we propose to issue as explained in my letter to Mr. Johnson, which he has probably forwarded to you, and this will furnish us further excuse for producing a divided payroll which we mentioned above on your own operations.

I understand that Alexander & Alexander were not successful in getting you a divided payroll in Oklahoma; in fact I don't think they even tried. Of course, the matter would have to be kept confidential because if it were mentioned to Alexander & Alexander they would try to do the same thing and would probably mess it up.

The Attorney General has declared that the Workmen's Compensation Act in Missouri does not become effective as to payment of indemnity until January 9th, 1927, because the Compensation Act provides that the employer shall have fifty-four days after the Compensation Act becomes effect with respect to its other terms in order to make the necessary arrangements, and this fifty-four days would bring it up to January 9th. In the meantime the damage suit lawyers in Missouri can still continue to prosecute cases under common law liability the same

THE OCEAN ACCIDENT & GUARANTEE CORPORATION, LIMITED

UNITER

TATES BRANCH

ONE PARK

BUTTOING, NEW YORK

CHARLES H NEEL

MANAGER AND ATTORNEY

W. H. MARKHAM & CO., General Agents
Railway Exchange Building
'Phone: Central 0100
JOSEPH A. O'HALLARON, Manager
ED. A. KEANE, Assistant Manager

ST. LOUIS, MO.

November 20th, 1926

Mr. Howard I. Young, Manager. - #2

as heretofore. Therefore, there is no need to worry about your Missouri rate for the time being, because whatever it is naturally it would not be effective until January 9th if the Attorney General's ruling is correct, which I assume it is, because the Industrial Commission which has already appointed will follow the Attorney General's instructions.

With kind personal regards, I remain

Yours very truly,

W. H. MARKHAM & COMPANY,

Casualty Dept.

Manager,

JOPLIN, MO.

November 24, 1926.

Mr. Haywood Scott, 205 Miners Bank Building, Joplin, Missouri.

Dear Mr. Scott:

I am quoting below two telegrams which are not only self explanatory, but enlightening.

If the Workmen's Compensation law had not been approved by the voters on the 2nd of November, the rates quoted in the second telegram would, without doubt, have gone into operation on the 1st of December. Thus the rates under employers' liability would, as shown in the telegram, have been higher than the rates under the present Workmen's Compensation law.

"Mr. L.L.Hall, Secretary Rating Dept., National Council on Compensation Insurance, 151 Fifth Avenue, New York City.

There is very outspoken criticism by lead and zinc mine operators. Joplin district on great increase in rates over employers liability stop mine operators up in arms some threatening to contend for state insurance stop what would rates have been on lead and zinc operations if compensation had not carried please wire.

Elmer Donnell. "

New York, November 24, 1926.
"Elmer Donnell, Managing Director,
Associated Industries of Missouri,
St. Louis, Missouri.

Understand from National Bureau of casualty and surety underwriters that if Missouri Compensation Law not passed employers liability insurance rates effective December first for lead and zinc mining Missouri would have been fourteen dollars sixty five cents for ten twenty limits full medical aid.

L.L.Hall. ".

#2 - Mr. Haywood Scott.

This telegram comes from the man who is the head of the department which has promulgated and submitted to Insurance Commissioner, Hyde, the proposed rates under Workmen's Compensation.

Yours very truly,

ASSOCIATED INDUSTRIES OF MISSOURI.

Elmer Donnell.

ED-B

# POSTAL TELEGRAPH - COMMERCIAL CABLES

CLASS OF SERVICE DE	SIRED
FAST TELEGRAM	
DAY LETTER	
NIGHT TELEGRAM	
NIGHT LETTER	
The sender must mark an X oppositions desired; otherwise the telegran transmitted as a fast telegran	e the class of gram will be

TELEGRAM

TELEGRAMS O CABLEGRAMS
TO ALL
AMERICA THE WORLD

RECEIVER'S NUMBER

CHECK

TIME FILED

STANDARD TIME

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

November 24, 1926

Mr. H. I. Young, Mgr. of Mines, American Zinc, Lead & Smelting Co., Knoxville, Tenn.

PLEASE ADVISE PROMPTLY ON OKLAHOMA INSURANCE MY LETTERS THIRTEENTH

AND EIGHTEINTH.

Day Letter/Chg. A.Z.L.& S. Co.

THE THE TRANSPORT

G. W. JOHAS IN

## CONFIRMATION TELEGRAM SENT THIS DAY BY

#### AMERICAN ZINC COMPANY OF TENNESSEE

MASCOT, TENNESSEE

NOVEMBER 25, 1926.

16

G. W. JOHNSON, MANAGER OF AMERICAN ZING. LEAD & SMELTING COMPANY, 235 MCKINLEY BUILDING, JOPLIN - MISSOURI.

7

YOUR WIRE REGARDING INSURANCE SUGGEST OKLAHOMA BE PLACED WITH
COMPANY WHO WILL CARRY SAME AT LOWEST RATE STOP EMMERICAN FROM
ACTUAL EXPERIENCE THAT MARKHAM HAVE BEEN MORE SUCCESSFUL IN OBTAINING SPLIT BETWEEN MINE AND MILL THAN ANY OTHER COMPANY WE HAVE DONE
BUSINESS WITH. THEREFORE, IF OTHALLORAN GUAPANTEES RATE MENTIONED
SEE NO REASON WHY WE SHOULD NOT TAKE ADVANTAGE OF THIS SAVING THINK
HOWEVER HE SHOULD MAKE DEFINITE GUARANTEE BEFORE PLACING BUSINESS.
H. I. YOUNG?

		<u> </u>		1		
DATE	то wнom	ADDRESS	SENDER	SENT	CHARGES	NUMBER

11/25/26. GW Johnson, Joplin, Mo. HlYoung, POST DI Mo. R-3851

# CONFIRMATION TELEGRAM SENT THIS DAY BY

#### AMERICAN ZINC COMPANY OF TENNESSEE

MASCOT, TENNESSEE

NOVEMBER 26, 1926.

2 56-11

G. W. JOHNSON, MANAGER, AMERICAN ZINC, LEAD & SMELTING CO., 235 MCKINLEY BUILDING, JOPLIN - MISSOURI.

REFERRING INSUPANCE TELEGRAM PLEASE HAVE POLICY WRITTEN WITH INDORSEMENT GIVING US OPTION CANCEL ON THIRTY DAY NOTICE WITHOUT USING SHORT RATE AS IF WE FIND NECESSARY CARRY MISSOURI INSURANCE MAY ALSO DECIDE CARRY OKLAHOMA.

#### H. I. YOUNG.

DATE	то wном	ADDRESS	SENDER		SENT	CHARGES	NUMBEI
	11/26/26. GWJohnso	n. Joplin. Mo.	HIYoung. P	ost	DL MO.	R-3852	

NOVEMBER 27, 1926.

Mr. J. A. O'Helloran, c/o W. H. Markham & Co.. Railway Exchange Bldg., ST. LOUIS - MISSOURI.

my dear Joe:

I have yours of the 10th, regarding Oklahoma insurance and beg to advise that Mr.

Johnson has been authorized to place this insurance with the Company who will give him the lewest rate, therefore, it is up to you to get busy and give us a better figure than is offered by our present broker.

Very truly yours.

MANAGER OF MINES.

HIY:S

HOVEMBUR 27, 1926.

Mr. G. W. Johnson, Manager, American zinc, Lead & smelting Co., P. O. Boz 870, JOPLIN - MISSOURI.

Dear Wes:

I have yours of the 13th and 18th regarding Oklahoma insurance, and in accordance with your request I am returning herewith letter and proposal made by Markham & Company. I wired you under date of the 25th, suggesting this risk be placed with the Company offering the lowest rate. We know from former experience that Markham & Co., have, for some reason, been in position to give us a better. labor classification than any other insurance broker. I, therefore, hope that you have given this business to that Company.

I have also wired you suggesting that an indersement be placed on the policy giving us the privilege of cancelling on thirty days notice without applying short rate. My reason for this is that if the Missouri rate is prohibitive we will no doubt decide to carry both our Missouri and Oklahema insurance.

Very truly yours.

HIY: 3

MANAGER OF HIVES.

#### MMERCIAL CABI RECEIVER'S NUMBER FAST TELEGRAM DAY LETTER CHECK NIGHT TELEGRAM CABLEGRAMS TELEGRAMS 6 NIGHT LETTER TIME FILED The sender must mark an X opposite the class of service desired; otherwise the telegram will be transmitted as a fast telegram. TO ALL TO ALL STANDARD TIME THE WORLD **AMERICA**

Send the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

November 27, 1926

Mr. H. I. Young, Mgr. of Mines, American Zinc, Lead & Smelting Co., Knoxville, Tenn.

AS I EXPECTED NOW DEVELOPS O'HALLARON UNABLE REWRITE OKLAHOMA COVERAGE
ON BASIS PROPOSED STOP HAVE CRDERED RENEWAL THROUGH ALEXANDER & ALEXANDER
ACCORDANCE DREW'S LETTER EIGHTH WITH REQUEST OPTION ENDORSEMENT YOU
SUGGEST BUT DOUBT IF INSURANCE COMPANY WILL GRANT.

G. W. JOHNSON

Day Letter/Chg. A.Z.L.& S. Co.

AMERICAN ZINC, LEAD AND SMELTING COMPANY
MINE OPERATING AND LAND DEPARTMENT
P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN. MO.
November 27, 1926

Mr. H. I. Young, Mgr. of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

With further reference to the Missouri Workmen's Compensation Law and the liability insurance rates submitted by the National Rating Bureau to the State Insurance Commissioner for approval, I have been working through several different channels to place before the commissioner the strongest protest possible on behalf of the American Zinc Company and other mine operators in this field.

We are at present working through Mr. Frank Fenix, State
Mine Inspector, Mr. Everett Richardson, Granby, Missouri, a newly appointed member of the Insurance Board, and Mr. Larry Brunk, Aurora,
Missouri, Secretary of the new Board. These gentlemen are very strong
politically and have great influence with the present state administration. Mr. Blair has been in touch with the commissioner's office and
has been assured of a hearing. I feel somewhat encouraged over the
results of our work on this matter to date and am inclined to believe
we are going to get fair treatment.

I thought you might be interested in our recent correspondence with the Associated Industries of Missouri and other interested parties on this new law and its effect on the mining industry, copies enclosed herewith. It seems to me the Associated Industries of Missouri are rather "hedging" on the proposition but we may yet find they can be of some assistance in rate adjustments.

Mr. H. I. Young, Page No. 2

As requested in your recent wire I am also inclosing herewith statements of labor and liability insurance premiums paid for the years 1924, 1925 and for ten months of 1926. A recapitulation of these statements show the following:

Year	Labor (less Clerical)	Total Labor	Average Rate (less Clerical)	Total Average Rate
1924 1925	\$87,554.35 85,373.64	\$100,348.20 97,437.81	\$4.342 6.295	\$3.796 5.523
1926 (10 mo.)	82,134.91	92,604.74	7.064	6.273

You will note under the high rates charged the latter part of 1926 we show an average rate (less Clerical) of \$7.064, which is about 20¢ less than the manual rate for zinc and lead mining. I believe the average rate by the end of the policy year will amount to \$7.268 and I am still convinced the U.S. F. & G. Company gave us our last increase for no other reason than to adjust their premium income to what it should be under the state rule.

I am also inclosing herewith two copies of the Workmen's Compensation Law. It is my understanding the exact requirements for any compant that wants to carry its own liability risk have not been definitely settled, pending final organization of the newly appointed Board and the insurance commissioner's office.

In figuring out the effect of the proposed rate under compensation as compared with the present manual rate of \$7.268, I find that our High Five Mine increased cost of insurance would amount to \$1.31 per ton of concentrates produced, or in terms of royalty about  $2\frac{1}{2}\%$ . These figure are based on operating results for the first ten months of this year. In dollars and cents it would mean approximately \$4500.00 less profits.

On account of the more hazardous condition of our High Five

Mr. H. I. Young, Page No. 3

Mines, which naturally increases the chance of a serious accident, I am very hopeful of securing an insurance rate that will permit us to continue handling the risk through the liability insurance company. I believe, however, we could by carrying our own insurance reduce costs quite materially but of course we have no assurance of this.

I will keep you advised of any further developments.

Yours very truly

MANAGER

GWJ: LLB

# AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO. Novembe 29, 1926.

Mr. H. I. Young, Mgr. of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

Referring to yours of November 27th, I wired you last Saturday that Markham & Company could not place the Oklahoma Insurance coverage in accordance with their original proposal and incidentally they failed to advise me of this situation until so late that if Alexander & Alexander had not placed a renewal binder we would have been without coverage for at least one day.

For your information I might say that Markham & Company are not agents for the U. S. F. & G. Company but must write through the Spratt Agency at Baxter Springs; therefore, I do not believe they are in as good position to help us out of our difficulties as Alexander & Alexander. When Markham & Company were making the satisfactory savings for the American Zinc it was through the Ocean Insurance Company. The Ocean Company pulled out of this district some time ago.

I have not heard yet whether the U. S. F.& G. Company will grant us the cancellation option feature we ordered.

Yours very truly

MANAGER.

GWJ: LLB

## THE OCEAN ACCIDENT & GUARANTEE CORPORATION, LIMITED

united States Bran

ONE PARK AND BEEN BURNER, NEW YORK

CHARLES HONEEL

MANAGER AND ATTORNEY

W. H. MARKHAM & CO., General Agents
Railway Exchange Building
'Phone: Central 0100
JOSEPH A. O'HALLARON, Manager
ED. A. KEANE, Assistant Manager

ST. LOUIS, MO.

November 29th, 1926

Mr. Howard I. Young, Manager, American Zinc, Lead & Smelting Co., Mascott, Tenn.

Dear Howard:-

Please accept my thanks for your letter of November 27th.

It was not possible for Mr. Johnson and me to do business because the proposition I had up was one which required immediate acceptance when I was in Johnson about ten days ago, and Mr. Johnson did not feel authorized to do this without first consulting you. This happened while you were out in Montana and my idea was to get the policy on about ten days before Alexander & Alexander policy expired and I had this arranged with the U. S. F. & G. Agent at Baxter Springs. The matter ran along, however, until it got too close to the expiration of Alexander & Alexander's policy and the U.S. F. & G. was not in a position to tell Alexander & Alexander that the matter was already taken care of.

I was obliged to go to Chicago Friday night and I asked my assistant to call Mr. Johnson and explain the situation to him, and Mr. Johnson thereupon placed the risk again with Alexander & Alexander.

I could have handled it at the regular rate, and I believe in the long run it would have been to your advantage to let me do so because I think I can do more on lead and zinc business than Alexander & Alexander, especially in this territory. I venture to say if I had had this policy under my control I would have had the rate divided before this time.

With kind personal ragards, and trusting that I may have the pleasure of seeing you some time when you are in St. Louis, I am

Yours very truly, W. H. MARKHAM & COMPANY,

Manager.

Casualty Dept.

NOVEMBER 80, 1926.

Mr. G. W. Johnson, Manager, American Zine, Load & Smolting Co., P. O. Box 870. JOPLIN - MISSOURI.

Dear Mr. Johnson:

Due to an oversight letter and proposal made by Markham & Company was not included with Mr. Young's letter of the 27th, to you. Therefore, and enclosing same herewith.

you no inconvenience, I am,

Very truly yours.

50

# AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

76

JOPLIN. MO.
November 30, 1926

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I have just received the following wire from Alexander & Alexander, Inc., Baltimore, Maryland:

"YOUR WIRE DATE WIRED YOU NOVEMBER TWENTY
SEVENTH AS FOLLOWS: QUOTE BINDING RENEWAL OKLAHOMA WORKMEN'S COMPENSATION AND PUBLIC LIABILITY EXPIRING TWENTY
EIGHTH ACCORDANCE YOUR WIRE DATE END QUOTE INSURANCE
COMPANY WRITING US LETTER TO EFFECT THAT COVERAGE CAN BE
CANCELLED ON THIRTY DAY NOTICE PRORATE SORRY YOU DIDN'T
RECEIVE OUR FIRST TELEGRAM STOP POLICY BEING FORWARDED
YOU TODAY."

You will note Mr. Drew has secured for us the option feature you requested.

Yours very

GWJ: LLB

MANAGER

December 2, 1926.

Tr. G. W. Johnson, Hensgor, P. O. Box 870, Joplin, Mo.

Dear Wes:

I have yours of the 30th regarding Oklahoma insurance and note Alexander and Alexander have added the cancellation clause we requested.

Yours very truly.

MAHAGER OF MINES.

HIY: W.

December 2, 1926.

1926.

Mr. G. W. Johnson, Manager, P. O. Box 870, Joplin, Mo.

Dear Wes:

I have yours of the 27th enclosing correspondence and telegrams referring to now Workmen's Compensation rate in Hissouri which will become effective when the
new law is effective.

High Five mine I seriously doubt whether it will be wise to earry our own incurance even though we are compelled to pay a high rate as this mine being on a clean-up basis is more hazardous than on a normal operating basis, also the life of same is comparatively short, all of which would need to have very careful consideration before deciding to carry our own compensation incurance. The telegrams quoted by Mr. Donnoll of the Associated Industries indicate that the incurance Companies had planned on increasing their rate even though the compensation bill had been defeated. The rate they are asking is exherbitant and cannot be paid by the operators.

I am writing you a coparate letter giving you our experience in Tennessee where we have been operating under a compensation law since July 1, 1919. Am also giving you the rates now applicable in Vicconsin and Montana where large mining

Mr. G. W. Johnson -Page No. 2. December 2. 1926.

operations are being conducted. I thought this might be of some value to you in working with the Operator's committee.

Yours very truly.

MANAGER OF MINES.

HIY:H.

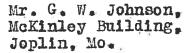
#### **CONFIRMATION TELEGRAM**

SENT THIS DAY BY

#### AMERICAN ZINC COMPANY OF TENNESSEE

MASCOT, TENNESSEE

December 2, 1926.



Mailing you information on our operation in three states under Workmen's compensation thinking this might be of some value to operators committee when appearing before state commission next week.

H. I. YOUNG.

DATE	то wнom	ADDRESS	SENDER	SENT	CHARGES	NUMBER
	12/2 GWJohnson	Joplin, Mo.	HIYoung P	ostal DL	Mo. R-3	<b>3880</b>

CLASS OF SERVIC	E
Telegram	
Day Letter	ļ !
Night Message	
Night Letter	
if no class of service is nated the message will be mitted as a full-rate teld	trans-

# COPY OF ESTERN UNION TELEGRAN

December 2, 1926

H. I. Young, Manager of Mines c/o American Zinc Company of Tennessee Knoxville, Tennessee

RETEL ST. CLAIR FEDERAL WEED UNIVERSAL AND MYSELF APPOINTED AS OPERATORS COMMITTEE TO APPEAR BEFORE COMMISSIONER AT RATE HEARING JEFFERSON CITY NEXT WEDNESDAY STOP NO DOUBT YOUR EXPERIENCE OTHER COMPENSATION STATES WILL BE VERY USEFUL ALONG WITH DATA WE ARE COMPILING HERE MANY THANKS.

G. W. JOHNSON

Night Letter Chg. A.Z.L.& S.Co.

December 3, 1926.

Mr. G. W. Johnson, Menagor, P. O. Box 870, Joplin, Missouri.

Door Wes:

pencation, beg to advice that the amount paid as compensation claims represents the amount furnished up by the various insurance companies who carried our risk up to a year ago last april, and in some cases where an accident was fatal or the period of disability extended over a long period of time, the cost has been computed and set up as a recerve, therefore my figures show the total amount that has been paid and will be paid on all injurios.

Agont's commission and overhead expense, of ourse, are not excluded.

point in his letter and I hope your committee will bear down on the fact that the Missouri mines centain less sine per ten of rock mined. Which necessarily means a higher cent per ten of concentrates. It is therefore necessary that in order to develop the natural resources of the state, the investor cannot be burdened with heavy everhead charges such as the high Liability incurance rate now proposed by the Commission.

Yours very truly.

HIY:M. G. Bloir.

MAHAGTA OF MINE.

December 4. 1926.

256

Mr. G. T. Johnson, Managor, P. O. Tox 870, Joplin, Missouri.

Dear os:

In checking up insurance rates in various states where workmen's compensation insurance is effective recently. I notice that mining and milling are each given different classifications and a different rate.

I see no reason why Missouri. Menens and Oklahoma chould not be given the came classification, and suggest that in those states where we operate you start negotiations with your broker on this as the lower rate paid on milling in most states gives a very substantial saving.

Very truly yours.

· MAMAGER OF MINES.

HIY:M.

### AMERICAN ZINC. LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON. MANAGER OF MISSOURI MINES

JOPLIN, MO. December 6, 1926.

256

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., c/o Mayflower Hotel, Washington, D. C.

Dear Howard:

Referring to the second paragraph of your letter of December 2nd, it is the opinion of most of the Southwest Missouri mine operators and many of the local insurance agents that the proposed increase in rates, should the compensation have been defeated is now being "broadcast" as propaganda by the Insurance Companies in support of their claim for the rate of \$13.94 under compensation. Nobody heard anything about this until the National Council published the compensation rate.

Very truly yours

GWJ: LLB

MANAGER.

### AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON. MANAGER OF MISSOURI MINES

JOPLIN, MO. December 6, 1926

Mr.H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I wish to acknowledge with thanks receipt of your letters of December 2nd and 34d in regard to your compensation insurance experience in Tennessee, Wisconsin and Montana. I feel sure we can use the information you have furnished us to very good advantage.

We are now compiling all available data on the subject of compensation insurance that might be used to good advantage in protesting against the proposed rate under the new law in this state. It is the opinion of all concerned, however, some of the drastic provisions of the Missouri law make a comparison with other states that have laws containing more liberal provisions detrimental in filing claim for relief and we, therefore, will be forced to resort to more generalities such as the effect of the increase in rate on the industry and other interests of Southwest Missour . I have been working through several local politicians of considerable influence with the present state administration and believe ye are in an excellent position from a political standpoint which no doubt will have considerable bearing on any decisions made by the commissioner.

Referring to your favor of December 4th in regard to classified insurance ratings, I have been working on this proposition in connection with our Oklahoma coverage for some little time and hope to receive some benefits at a later date. If the Missouri state inMr. H. I. Young, Page No. 2

surance commissioner finally decides on an exceptionally high rate under the new rate that will soon become effective it is our plan to immediately ask for a classified rating, which I believe will be given due consideration.

Yours very truly,

GWJ:LLB

No No

DECEMBER 6, 1926.

Mr. G. W. Johnson, Manager. American zinc, Lead & smelting Co., P. O. Box 870. JOPLIN - MISSOURI.

Dear Wess:

I will appreciate it if you will please advise me classification and compensation insurance rates as applies to your Big Chief

and Douthat proporties.

very truly yours,

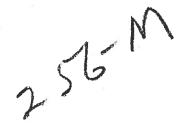
MANAGER OF MINES.

3.

#### American Zinc, Lead and Smelting Company MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON, MANAGER OF MISSOUR! MINES



JOPLIN, MO. December 9, 1926

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

In reply to yours of December 6th, I submit herewith the following classification and compensation insurance rate now in force and effect on our Oklahoma operations:

LEAD AND ZINC MINING -- With shafts, tunnels or drifts -- including all employees engaged in prospecting, drilling work, milling of ores, con, struction, repair or maintenance of all buildings structure or equipment, drivers, chauffeurs and their helpers - - - - #1149

Rate - \$6.318

Deposit premium - \$500.00.

You will note this renewal policy under date of November 28, 1926, calls for an increased deposit premium of \$350.00 over what we have heretofore been paying. is my understanding the U./S. F. & G. Company now require a deposit of a sum equal to one month's premium.

You will to foubt recall the Oklahoma insurance rate was promulgated by special agreement between the insurance companies and representatives of the Oklahoma mine operators, same to include all labor directly and

Mr. H. I. Young, Page No. 2

indirectly connected with the mining of zinc and lead. The basic rate is \$6.00. We, however, are paying an extra 31.8¢ on account of experience rating for the year 1924, which I understand will be reduced shortly after the first of the year when we will be given credit for our good experience during the year 1925.

Very truly yours,

MANAGER.

GWJ: LLB

#### AMERICAN ZINC, LEAD AND SMELTING COMPANY

MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

56

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO. December 9, 1926

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

The Missouri Mine Operators Committee and Mr. Mercer Arnold, representing the Tri-State Zinc and Lead Ore Producers Association, had a very interesting meeting yesterday with members of the State Insurance Commissioner's office at Jefferson City, Missouri. We also were in touch with the State Representatives and Senators from Southwest Missouri and the members of the Compensation Insurance Board.

Mr. Ben C. Hyde, Insurance Commissioner, was unable to attend the meeting on account of the death of his father but even though he had been present it would have been impossible to reach any conclusions on account of the time consumed by the mining industry in pleading its case and, too, there were several other industries there to file protests against promulgated rates by the National Rating Council. The mining industry, however, was given an opportunity to present strong argument in favor of a reduction in rates and from all indications we made a very satisfactory impression on the Commissioner's office staff and the Compensation Board. Arrangements have been made for another hearing in Kansas City on Wednesday, December 15th, at which time one or possibly two members of the Committee will present further argument. We are also preparing brief to be filed with the Commissioner on or before Tuesday, December 15th.

As regards the promulgated rates we did learn at this meeting that the mining rate of \$13.94 would not apply to milling or clerical

employees, the rate on milling being \$2.89 and on clerical 9\$. On our High Five Payroll for the past two years and assuming \$250.00 a month clerical our rate would have averaged about \$11.35, which, of course, is almost prohibitive. The National Rating Council, therefore, suggested a special rate by promulgation similar to that in use in Oklahoma and we hope by this procedure to arrive at a figure around  $7\frac{1}{8}$  to 8\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$, which in comparison with the Oklahoma-Kansas compensation rates would be about right. The experience adjustments in rates will not be effective for two years. Anything under \$8.00 will, of course, permit the small operators to cover their risk while the larger companies can take care of their own coverage.

It is my understanding in talking with several members of the Compensation Board that it is their plan to interpret the law in such a way that it will not work any hardships on the industry effected; furthermore, that any large corporation with a good financial statement will be permitted to carry its own risk without bond or any other requirement than the filing of such statement.

From a political standpoint we are in an exceptional position as we have the backing of some of the most influential Republicans in Jefferson City and particularly those from Southwest Missouri. I am inclined to believe the pressure that will be brought to bear upon the Commissioner and some of the state officials will assure us of the most liberal consideration and fair treatment. Incidentally I think we are also in a strong position should it ever be necessary for us to meet with the Compensation Board to straighten out any questionable

Mr. H. I. Young, Page No. 3

settlements that may arise under the new law.

I personally, and I believe all other members of the Committee, feel very much pleased with the results of our meeting in Jefferson City and that we will be given all due consideration at Kansas City next Wednesday.

Yours very truly

MANAGER.

GWJ:LLB

December 13, 1926.

1986. M

Mr. G. W. Johnson, Manager, P. O. Dox 870, Joplin, Missouri.

Dear Wes:

I thank you for yours of the 9th giving me information regarding the classification and compensation insurance rates in Oklahoma. I understand the mining and milling there were consolidated under one rate by the consent of all those interested.

Yours very truly.

MAHAGER OF BIHES.

HIY: M.

December 13, 1926.

On, Hanager,

Mr. G. W. Johnson, Manager, P. O. Box 870, Joplin, Missouri.

Dear Jes:

I thank you for yours of the 9th giving me a summary of your trip to Jefferson City relative to lower compensation rates. Apparently this is in very satisfactory condition and I hope the Commission will grant a rate of from 7-1/2 to 8¢ as indicated in your letter.

Will appreciate your writing me further after the meeting in Kansas City.

Yours very truly.

MANAGER OF MINES.

MIY:M.

### AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

December 16, 1926.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I returned this morning from Kansas City where the Southwest Missouri Mine Operator's Committee and Mr. Mercer Arnold, representing the Tri-State Zinc and Lead Ore Producers Association, attended another hearing before Mr. Ben C. Hyde, State Insurance Commissioner, on the proposed compensation rates.

It is my understanding this hearing was called in anticipation of meeting some fifty representatives of possibly half as many industries but long before the appointed hour it was found some three hundred representatives were present. Due to the numerous complaints and the unexpected crowd little could be done other than hear general discussions and make preparations for future hearings for different groups of industry. It was quite apparent at this meeting, as well as at Jefferson City, that we representing the mining Andustry were the only ones present having any specific data on which to base logical argument, also I believe we were better fortified from a political standpoint and, too, we have shown from the start a willingness to cooperate and work with the Commissioner and the National Council rather than Results to date are indept very encouraging as we seem to have won the confidence and goodwill of all concerned and have I believe convinced them the proposed mining rates are discriminating, confiscatory and entirely impossible.

After the meeting yesterday morning it was quite apparent

Mr. H. I. Young, Page No. 2

we would again have to appear before the Commissioner unless we could re-arrange a private hearing before leaving for Joplin. I, therefore, took it upon myself to get in touch with the National Council Secretary, the Commissioner and his assistants and two representatives of large insurance companies who were appointed on a committee to work out some of the difficulties. A meeting was arranged and after a long conference we were assured of a very satisfactory rate but only in confidence as if it were made public that we had reached even a tentative agreement the troubles of the Commissioner and the men working with him on this matter would be greatly increased as the other industries would immediately start action to get what they wanted. The representatives of the insurance companies proposed a flat rate for mining and milling and all other labor incidental thereto of \$9.00 which, of course, we could not even consider, but after setting out clearly the true conditions, safety work that is being carried on and other favorable features of this field, we were assured satisfaction and as we had asked for the present rate of \$7.268 it is the general opinion of all of us who were present at this meeting that the final decision will result in a rate not exceeding \$8.00 and more than likely less than \$7.50. We are to be advised confidentially of the final decision within a few days and if it is still objectionable we will be allowed another conference.

I, personally, am more than pleased with the showing we made. In fact, we represent the only industry that has really got anywhere.

I will no doubt be in position to advise you within a few days of just what rate will be recommended to the Commissioner and wheth it will be necessary for us to have another hearing.

Very truly yours,

GWJ: LLB

MANAGER.

Here pich been adviced confedentially - Las Hel parteer ( Ketional Rating Bukean Kertery and houring Congany committeein we met with an Kaucas lite the order night magner recommend to the State Commesconer a Hay rate for June & Tead Ming under West Consumention law of \$800 - This about meets with our expect-

altonyo and means a reduction of thank 325 as compared with the proposed classified rates-Effect descuss with Operators Committee timarrow - and deside whether take any further schon - Personally of Felieve we have done well - and may best have well-enough alone. Smerely Thea

December 20, 1926.

Mr. G. W. Johnson, Managor, P. G. Box 870, Joplin, Missouri.

Dear Wes:

I thank you for yours of the loth reporting on the Lansas City meeting with the state Insurance Commission. I note the commission has indicated to you a desire to make a material reduction in the rate applying to sine mines. This it is true a rate of 7-1/2 to 8/ is high, at the same time it will not prove very burdensome in our operations and therefore we cannot offer any real objection to this rate.

I think you and your committee are to be congratulated on the results already obtained and hope that nothing will come up to prevent the establishing of a rate not in excess of \$8.00 per hundred.

Vory truly yours.

MANAGER OF MINER.

HIY:Ma

# AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES



JOPLIN, MO. December 23, 1926

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

As you are no doubt very much interested in the work of the Southwest Missouri Mine Operators Committee on Proposed Compensation Insurance Rates I am inclosing herewith a copy of our Brief.

We think our position in this matter has been set out to good advantage and that the results of our efforts toward reducing rates will accomplish something. The final decision of the State Insurance Commissioner will probably not be made public before January 10th.

Yours very truly

GWJ: LLB

MANAGER.

M

BRIEF OF ZINC AND LEAD ORE PRODUCERS

OF SOUTHWEST MISSOURI

IN OPPOSITION TO PROPOSED RATES.

BEFORE THE HONORABLE B. C. HYDE,
INSURANCE COMMISSIONER.

In the Matter of:

Proposed Workmen's Compensation Insurance Rates.

# BRIEF OF ZINC AND LEAD ORE PRODUCERS OF SOUTHWEST MISSOURI IN OPPOSITION TO PROPOSED RATES.

The position of the zinc and lead mine operators of Southwest Missouri in opposition to the proposed rates for insurance under the Workmen's Compensation Law can be better understood by a brief statement of the history of lead and zinc mining in the Tri-State District.

Lead and zinc mining was begun originally in

Jasper County, Missouri, in 1871, and has been carried on
continuously since that date. The major portion of the
lead and zinc output in the United States was mined in
Jasper, Lawrence and Newton Counties, Missouri. About
1915 development work on a large scale was begun in the
Northeast corner of Ottawa County, Oklahoma, and the
Southern portion of Cherokee County, Kansas. These two
counties, with Jasper, Newton and Lawrence Counties,
Missouri, now constitute the producing sections of the
Tri-State Lead and Zinc District, in which district is

produced more than 60% of the zinc ore mined in the United States, and a very large amount of the lead ore.

The deposits in Oklahoma and Kansas proved to be richer than the deposits then being mined in Southwest Missouri. As a result, mining gradually decreased in this part of Missouri and increased very rapidly in Northeast Oklahoma and Southeast Kansas. At the present time, while the larger portion of lead and zinc mining is being done in Ottawa County, Oklahoma, and Cherokee County, Kansas, there is still a substantial mining industry in Southwest Missouri. There are now fifteen large corporations, numerous individuals, partnerships and smaller corporations engaged in the development and operation of approximately 100,000 acres of mineralized lands. This revival of the industry in this section of the state is due to the rapid depletion of the Oklahoma - Kansas zinc and lead ore deposits.

The acreage in Missouri is owned in the vast majority of cases by residents of Missouri, who lease their land to individuals, partnerships and corporations for prospecting and mining. A substantial amount of development work is going ahead; concentrating plants are contemplated by several companies, and it is no exaggeration

to state that, unless hampered by some untoward development, Southwest Missouri, will within the next few years assume a more prominent place in the mining of lead and zinc ores than it has for the past several years.

The history of the development of the various camps throughout the Tri-State Field is the history of the pioneer prospector, usually an individual, or group of individuals, resident within the District, who undertake to "wild-cat" or prospect virgin ground, and when successful usually organize themselves into small companies for operation, or dispose of their lease to the larger companies who, possessed of more capital, are better able to undertake the expensive development work necessary before a mine can be placed upon a paying basis. All mines are operated upon what is known as royalty basis; the operator paying to the land owner a certain percentage of the gross market value of the ore sold each week as a rent or royalty. The royalty for recent years has ranged from five to ten percent.

At the present time a great deal of the prospecting work in Southwest Missouri is being done by companies of large means who are able to prospect with drill upon a more extensive scale than the individual, and who are also able to develop and mine the thinner ore bodies than can the individual operator or small corporation.

Because of the fact that the richer ore bodies of Southwest Missouri have been in large measure worked out, and because of the further fact that the richer ore bodies in Oklahoma and Kansas will within a comparatively short time be greatly reduced, it is becoming more necessary to develop the bodies of lower grade ore. To do this successfully means that every item of cost must be kept down to the lowest practicable point. Most companies knowing that there are certain risks from injuries to employees in the mining of lead and zinc ores do not wish themselves to cover these risks, but prefer to insure against loss or damage with the various insurance companies doing business in the district. This item of insurance therefore becomes a very material point in the computation of costs, and particularly so where the ore bodies are of low grade.

Although lead and zinc ore mining has been carried on in Southwest Missouri for over fifty years, and is listed by those who are not acquainted with the facts as a hazardous occupation, the fact remains that there has never been an accident in the District where more than five lives were lost. And in the only accident, so far as we can learn, where five lives were lost, three of those were men who were not employed at the mine where the accident occurred. This one serious accident occurred more than

20 years ago, prior to the enactment of present mining laws and the accident prevention work now being carried on by the operating companies. In the entire history of mining in Southwest Missouri, the average number of fatalities per accident has been much less than two.

The mine operators of Southwest Missouri have carried employer's liability insurance for many years, and the manual rate on such insurance at the present time is \$7.268 per \$100. of payroll. In Oklahoma and Kansas compensation insurance is carried by the majority of the operators; the rate in Oklahoma being \$6.00 per \$100. of payroll, and Kansas \$7.18.

There has been for a number of years an organization in the Tri-State Lead and Zinc District known as the Tri-State Zinc & Lead Ore Producers Association, composed of those mining companies and operators having no smelter connection. These operators for several years past have been carrying on a very intensive safety campaign, and in this movement have been joined by those mining companies not members of the association, but nevertheless engaged in mining. As a result a very marked decrease has been made throughout this District in the number of fatal and non-fatal accidents. This decrease has been more marked

during the last two years. Reference in this connection is made to pages numbered 2 and 4 of the Association's Safety Engineer's report, dated October 12, 1926, copy of which is hereto attached and marked "Exhibit A", also we refer you to attached copy of published statement of our Missouri State Mine Inspector, marked "Exhibit B."

The first named report shows a reduction in the number of accidents per 1000 man shifts worked from 2.78 in 1924 to 2.12 in 1926, and that the number of shifts lost per 1000 man shifts worked has been reduced from 29.70 in 1924 to 10.70 in 1926. Furthermore, it is shown this good work of our Accident Prevention Engineers has reduced insurance rates as follows:

During 1923 nine of the larger companies were paying from \$5.04 to \$8.47 for their insurance on a \$4.06 base rate per \$100. payroll while in 1926 these same companies are only paying from \$4.18 to \$6.52 per \$100. payroll on a \$6.00 base rate.

Exhibit "B" shows the zinc and lead mines of
Missouri had but one fatality per 1000 men employed as
compared with 4-2/9 fatal accidents per 1000 men employed
in the zinc and lead mines of Oklahoma and Kansas. This
actual experience should, we believe, be given consideration

when arriving at a fair and reasonable compensation Insurance Rate for the mining industry of Southwest Missouri.

The experience obtained by the operators in these three states is available to the Commissioner, or the Insurance Companies. In fact, it is suggested that the Insurance Companies are doubtless as well advised of the progress along these lines as are the operators.

In addition to those companies in Kansas and Oklahoma which carry insurance there are a number of companies which carry their own risk, and their experience is offered to show what the actual cost of compensation insurance is to these operating companies. It has been admitted by the representatives of the rate making department of the insurance companies at the Jefferson City hearing, that the compensation allowed under the Missouri law for various claims of risk averages approximately 30% more than that allowed under the Oklahoma law. It is also contended that the insurance companies should be permitted to charge 40% of the gross premium as an expense item, and adding this to the amount of the "pure premium" gives, according to their method of computation, the amount which should be charged.

We submit herewith "Exhibit C", showing the experience of several companies operating under the Kansas or Oklahoma laws and carrying their own risks.

This exhibit covers the experience of one company operating an average of twelve mines over a period of ten years; another operating an average of eight mines over a period of eight years; another operating an average of four mines over a period of two years, and a number of other companies operating from two to ten mines over a period of one year, all of these mines being located in various parts of the Field and operated under average conditions. This exhibit will disclose that the maximum cost of self insurance in no case has reached \$3.75 per \$100. payroll. It was stated by the Secretary of the National Council on Workmen's Compensation, at Jefferson City hearing, that the Oklahoma and Kansas experience was used as a basis for promulgating Missouri rates. be true, then the application of the Missouri Law to specific accident experience in Oklahoma, should give a logical basis for a Missouri rate.

A comparison of the Missouri Compensation Law payments with Oklahoma Compensation Laws, on accidents for 1925, for one important company operating 9 mines shows:

Total Payments made for accidents occurring in 1925 under the laws of Oklahoma

For cases occurring in 1925, including 2 fatalities

\$ 22,225.93

Under the provisions of the Missouri Law, these cases coming under the Oklahoma Laws, would have cost, in this state

\$ 29,442.55

Or, in other words, a difference of

\$ 7,216.62

Which shows the compensation to the injured party in the state of Oklahoma on the Missouri basis would be higher by

32.46%

Now, to determine what would be a fair and equitable rate, as compared with the rate in the state of Oklahoma:

Oklahoma rate is 6.00% of which

60% is actual cost, or

3.60

adding 32.46% for Missouri Law differential

1.17

Shows cost would be

4.77

To this cost, the Insurance companies have a factor of 40% of the total premium, for overhead, or in this case

3.17

Making total rate Companies would contend for in Mo.

7.94

if they use their usual method of figuring, and starting with the law of the above states.

However, this 40% factor of the total premium is not fair, for the following reason: under the 6% Oklahoma rate, 40%, or 2.40 is allowed for overhead, commissions, etc. If this 2.40 will cover the commission, medical, legal, etc., in Oklahoma, it should cover it in Missouri, as the Missouri Law does not increase the costs of this handling, etc., so, therefore, if we take the actual costs for Missouri cases, based on the above

law of

4.77 for Oklahoma

and add to it the Oklahoma differential of 2.40 it makes the rate 7.17

It would appear that a logical rate for Missouri would be in one case a minimum of 7.17 and in the other case a maximum of 7.94.

Some stress was laid by Mr. Hall, for the Insurance Companies, upon the fact that the proposed rate of \$13.94 applied only to underground workers, while surface labor would bear a rate of \$2.89 and clerical workers a rate of 9¢. While this is true the conclusion sought to be arrived at does not follow, because the portion of employees coming under the lower classifications is so small that the higher rate of \$13.94 is not greatly modified.

This comparison applied to the payroll of two typical mines, one located at Waco, Jasper County, Missouri, and the other at Granby, Newton County, Missouri, shows that the flat rate applied as in Oklahoma would still be \$11.25, or \$4.00 more than the present Missouri rate of \$7.268 under Employer's Liability rates.

In view of the fact that there are a large number of operators in Southwest Missouri Field who cannot afford to buy insurance even under the present rate of \$7.268 and are trying to carry on without any insurance whatever, it is obvious that any increase over the present rate would entirely fail to bring them any relief, and that the above increase of \$4.00 would force the abandonment of other active operations.

When it is considered that the proposed rates upon all classes of industry in Missouri represent a decrease as against the rates under employer's liability insurance of approximately 7%, while the proposed rate applying to lead and zinc mines represent an increase of approximately 55% over the employer's liability rate, it would seem that the lead and zinc mining industry has been unjustly discriminated against and that instead of having attained a decrease in costs, they have attained a large increase.

When it is considered that in order to mine the thinner bodies of ore found in Missouri every item of cost must be carefully considered and pains-takingly kept at the lowest possible point, it is not too far fetched to believe that if any increase in the present liability rate shall become effective, it will be the tendency of the companies now engaged in prospecting and developing mines in Jasper and other counties of Southwest Missouri to abandon their operations, surrender their leases and search elsewhere for ore. Furthermore, although it is believed that there are potential bodies of ore in other counties of Missouri, as for instance, Hickory, Morgan and Greene, it can not reasonably be expected that there will be any development of those bodies under such a handicap as it is proposed to place upon the lead and zine industry of this State.

In conclusion we respectfully submit to the Commissioner that the experience gained in Oklahoma and Kansas does not justify any rate approaching the proposed rate under the Missouri law, but that such experience does justify a rate approximating, if not less than the old rate under employer's liability.

Respectfully submitted,

SOUTHWEST MISSOURI MINE OPERATORS COMMITTEE,

Hornoug Gloyd Heed

TRI-STATE ZINC & LEAD ORE PRODUCERS ASSOCIATION,

by Mercer aruald - Saywood Scall
Attorney

# TRI-STATE ZINC & LEAD ORE PRODUCERS ASSOCIATION PICHER, OKLAHOMA.

October 12, 1926

Mr. J. D. Conover, Secretary, Tri-State Zinc and Lead Ore Producers Association, Picher, Oklahoma

Dear Mr. Conover:

Pursuant to your verbal request of recent date, I am presenting herewith a report of our Accident Prevention Work from its beginning July 1, 1924, to date. Our work, as you will remember, was divided into four parts: Statistics, Education, Inspection, and Legislation, and I shall take up these phases in that order.

#### STATISTICS.

At the present time 31 companies are sending us their individual accident reports. The data from these reports have been compiled into 52 bulletins and presented to our cooperating companies regarding the following subjects:

- 1. "Comparison of Mine, Mill and Surface Accidents showing the Percentage According to Causes",
- 2. "Frequency and Severity",
- 3. "Frequency of Accidents According to Occupation",
- 4. A number of Special Studies, such as "Efficiency of Screen Goggles", "The Number of tons produced per Accident", and other similar reports.

The following table, showing the average production per month for the Tri-State District during the years 1924, 1925, and the first six months of 1926, together with the number of Manshifts Worked and the Frequency and Severity Accidents, shows that something has been accomplished by our Accident Prevention Campaign in this District.

	3.0.0.4		First 6 Mo. of
	1924	1925	1926
	Monthly	Monthly	Monthly
	Average:	Average:	Average:
Production - Lead	9,654	11,863	10,986
Production - Zinc	59,676	67,675	67,684
Total Tons Concentrates	69,330	79,371	78,671
Manshifts Worked	105,304	144,276	
Number of Accidents	293	366	149,361
Shifts lost due to	ພາບ	200	317
Accidents	g 050	0	
	3,058	2,357	2,264
Percent of "No Time Los			
Accidents	≈ 38 <b>. 53</b>	<b>57.7</b> 8	<b>55.</b> 97
Percent of "Time Lost"			
Accidents	61.46	42.23	44.02
Accidents per 1000			- V - V
Manshifts worked	2.78	2.54	2.12
			1-4 d T (*)
Shifts lost per 1000			
Manshifts worked	29.70	16.30	70 70
TOTAL OF HOLKOW	M2910	70.90	10.70

Perhaps the most outstanding feature of this tabulation is the fact that the Accident Severity (the number of shifts lost due to accidents per 1000 manshifts worked) has been reduced from 29.70 shifts in 1924 to 10.70 shifts during the first six months of 1926.

The above table, of course, does not take into account the fatalities but the following table shows the Fatalities according to Causes in the Tri-State District for the years 1924, 1925, and 1926 to date.

October 12, 1926

## FATALITIES DURING 1924, 1925, AND THE FIRST NINE MONTHS OF 1926.

CAUSES OF MINE FATALITIES PERCENTAGE	
Fall of Rock 44.04	
Rock Falling Down Shaft 10.09	
Premature Explosion 15.60	
Picked into Failed Shot 1.83	
Fall from Can in Shaft 4.59	
Tub Falling Down Shaft 2.75	
Crushed Between Cars 1.83	
Fall of Timber 1.83	
Asphyxiation 2.75	¥
Heart Failure 1.83	
Underground Total	87.14
CAUSES OF SURFACE FATALITIES	
Electrocution 4.59	
Fall from Scaffold 3.67	
Mill Fires 0.92	
Caught in Machinery 0.92	
Emery Wheel Broke 0.92	
Lightning Down Shaft 0.92	
Blood Poison 0.92	
Surface Total	12.68
Grand Total	100.00

From the above table and from other statistics gathered, we find that during the year 1924 the District produced on the average 69,330 tons of concentrates per month; during 1925, 79,371 tons; and during the first six months in 1926, 78,671 tons, or an increase of 14.5 percent in 1925 and of 13.4 percent in 1926, with an increase of only 8.2 percent in the total number of accidents. However. despite this increase in the total number of accidents, during the last six months of 1925, 28 companies produced on the average of 1733 tons per accident, and during the first six months of 1926 these same companies produced 2051 tons per accident, an increase of 18.3 percent in the tonnage produced per accident. Furthermore, the percentage of "Lost Time" accidents was decreased from 61.46 percent in 1924 to 42.23 percent during 1925 and 44.02 percent in the first six months in 1926. In addition to this, during the year 1924 there were about 19,000 tons of ore produced per fatal accident; 23,000 tons during 1925; and more than 26,000 tons per fatal accident during the first six months of 1926, showing a decided decrease in the number of fatalities per ton of ore as well as a decrease in the minor and major accidents.

A study of the costs of compensation insurance during the past three years shows that, whereas during 1923, nine of our cooperating companies were paying from \$5.04 to \$8.47 for insurance, on a \$4.06 base rate per \$100. a payroll, that in 1926 these same companies were only paying from \$4.18 to \$6.52 per \$100. a payroll on a \$6.00 base rate.

#### EDUCATION.

Nothing can be done along education lines without the full and complete support of the newspapers and magazines of the District. In this regard we have been extremely fortunate in having Mr. James H. Wadleigh of the Joplin Globe, Mr. William G. Stevens of the Miami News Record, and Mr. James Hunter of the Tri-State Weekly as regular attendants at our Accident Prevention Engineer Meetings. Due to this valuable and appreciated cooperation during the last year alone, these three men have published more than 200 articles regarding different phases of our Accident Prevention Work, and thus many individual miners have been reached who otherwise would have been uninformed regarding Accident Prevention Work.

The U. S. Bureau of Mines Safety Car No. 10 was in the Tri-State District during June and July, 1926, and at that time gave First Aid Training to 200 miners. Our Second Annual Tri-State District First Aid Contest was held in connection with the Imaim Amochalko Week at Miami, Oklahoma, with eight teams competing. The Golden Rod No. 2 Teams which won first place at this meet, was sent to the Sixth International First Aid and Mine Rescue Meet in San Francisco, California, and they took ninth place in this latter contest.

Dr. E. E. Nunnery, physician of the U. S. Bureau of Mines, in charge of the Silicosis Tuberculosis Clinic, reports that during the past year 939 men have been examined in this Clinic. He will be very glad indeed to give further and more specific information regarding these examinations at any time. In addition to the above, 114 women have been examined and 193 men have reported for reexamination thus making a total of 1053 examinations made by Dr. Nunnery during the past year.

In December 1925, through the cooperation of the Vocational Educational Departments of Oklahoma, Kansas and Missouri, and the State School of Mines at Wilburton, Oklahoma, we organized a series of Foremen's Conferences. Those Conferences were conducted continuously until July 1, 1926, and by Mr. O. B. Badger and Mr. I. R. Anderson. Through the training received, 150 foremen were given a new insight into the foreman's job and his place in industry. The printed report of these conferences will be ready for distribution by the end of October and all foremen attending these conferences, as well as the general manager of the mining company employing them will receive a copy of the conference report.

During the past year we have conducted a number of Accident Prevention Contests. The most widely advertized was the Limerick Contest, conducted through the cooperation of the Miami News Record. About 300 people submitted answers to the limericks, some of them presenting an answer to each of the five limericks.

In 1925 we printed and distributed 750 Accident Prevention Pete Calendars, in 1926, 3800, and we are going to use them again next year.

Since 1925, 64 mines in the Tri-State District have worked for more than two months without a "Time Lost" Accident; 26 mines, more than four months; 19 mines, more than six months; and 2 mines, more than a year. Pete Flags, Star Flags, New Broom Flags, and Combination Flags have been distributed to these mines.

#### INSPECTION

At the present time there are twelve full-time Safety Engineers employed by the mining companies of the Tri-State District and four part-time Engineers. All these men make regular inspections of the mines and mills of the companies employing them and discuss their findings at the weekly meetings. The various Accident Prevention Methods thus discussed are broadcasted to the District by the newspapers.

#### LEGISLATION

Mr. Nesbitt has made a detailed study of the proposed compensation laws for the state of Missouri and will be glad to discuss them with anyone desiring him to do so. Other short reports were made concerning compensation laws of Kansas and Oklahoma. There has been no change in the status of these laws during the past year, however.

#### FINANCIAL

The following table shows in detail our total income and expenditures from July 1, 1924 to October 1, 1926.

165.55

675.00

165.18

132.15

18.50

143.50

453.84

243.03

387.85

114.90

912.68

32.85

512.00

1.892.62

1,208.78

\$28,500,00

240.00

675.00

150.00

90.00

120.00

500.00

500.00

287.50

250.00 137.50

1,000.00

100.00

500.00

2,235.00

\$28,500.00

Mr. J. D. Conover

4.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

16.

17.

SHOWING ESTIMATED AND ACTUAL INCOME AND EXPENDITURES FOR THE ACCIDENT PREVENTION WORK OF THE TRISTATE ZINC & LEAD ORE PRODUCERS ASSOC.
July 1, 1924, to October 1, 1926.

#### INCOME

Entertainment of Association's

Participation of Office Upkeep

Accident Prevention Contests,

Flags and Prizes

Tri-State District First

Books, Trade Journals, etc.

Miners Accident Prevention

TATOT

Guests

Postage

Posters

Printing

Calendars

Stationery & Supplies

Telephone & Telegraph

Aid Contest

Furniture & Fixtures

Clubs

Balance

Miscellaneous

		EM CONCE		
			Estimated	Actual
	ember Companies		\$ 9,750.00 18,750.00	\$10,407.73 18,092.27
Tota	al		\$28,500.00	\$28,500.00
	1 9	EXPENDITURES		
			Estimated	Actual
1. 2. 3.	Salaries Auto Upkeep Travel Outside	District	\$18,690.00 2,625.00 400.00	\$18,285.00 2,439.52 717.05

Mr. J. D. Conover

All of the Non-member mining companies who cooperated with us last year have already signed up for 1927 on a basis of two and one-half cents per ton, and we have also obtained 68,000 tons additional membership for 1927.

In view of the above an amended budget will be submitted at the proper time for the consideration of the Accident Prevention Steering Committee.

Respectfully submitted,

Richard V. Ageton, Accident Prevention Engineer.

RVA:T

# MISSOURI MINES MAKE SPLENDID SHOWING IN ACCIDENT PREVENTION.

I refer to my annual report for the year 1925, which reveals the fact that Missouri as a mineral producing state assumes a leading position in several respects, especially in the production of lead and in the low rate of fatal accidents occurring in the mines of the state.

Mining in Missouri is of a very extensive and diversified nature. Lead takes the lead with a production in 1925 values at nearly 32 million dollars. Coal is next in importance with an output valued at seven and one-half million dollars; clay production had a value of over six million, while zinc ore ranks fourth, with a value of almost one and one-half million dollars. Other products of less importance are barytes, tripoli, glass sand, cement, iron, etc.

During the year ending with December 31st, last, approximately 12,000 men were employed in the various mining industries of Missouri. Of this number over 6,000 are employed in Missouri's lead and zinc mines, while 4,430 were employed in the coal mines.

fatal accidents, while in the coal mines eleven men lost their lives; making the total of 17 fatal accidents for the year. As there were over 10,000 men employed in the coal, lead and zinc mines, it will be seen by comparing the total number of fatal accidents with the total number of men employed (the only fair basis for comparison) that only 1-7/10 out of every 1000 men employed met with fatal accident. Figuring the zinc and lead mines separately, the showing in accident prevention is even more pronounced, since only six fatalities occurred with a total number of 6,000 men employed, indicating that only one man out of every 1,000 men employed met with a fatal accident during the year. In connection with this it must also

be remembered that the lead mines in the Southeast Missouri District are almost continuously in operation the year around, and the number of manshifts worked in the metal mines during 1924, according to figures obtained by the Missouri Bureau of Mines, are in excess of 300 shifts per man for the year, or a total of 300,000 manshifts to each fatal accident.

According to a recent report appearing in the newspapers of the Tri-State District, there occurred 38 fatal accidents during the year 1925 in the zinc and lead mines of Kansas and Oklahoma. As the two states employ approximately 9,000 men in this industry it will be seen that the percentage of fatal accidents during the past year was 4-2/9 fatal accidents to every 1000 men employed, more than four times the percent of fatalities of the lead and zinc mines in Missouri.

The fatalities in Missouri coal mines in 1923 were 20, and in the metal mines 9; in 1924 the coal mines in Missouri, with an approximate production of the value of five and one-half million dollars, had 12 fatal accidents, and in 1925, with a coal production valued at more than seven and one-half million dollars, had only 11 fatal accidents.

This showing made by our Missouri mines is very encouraging and speaks well for the co-operation existing between the inspection department and the mine owners and workmen.

Although the zinc mines in the Missouri portion of the Tri-State District produced only a comparatively small portion of the zinc marketed in that district, Missouri produced, according to the state report 313,000 tons of lead in 1925, while the total amount of lead produced in the Tri-State District is 100,000 tons for the same year.

Another industry which is showing a marked advance is the clay mining industry of Missouri, which produced last year 947,669 tons of clay valued at \$6,042,341.80 - over four times the total value of zinc production in the state.

The following figures compiled by the State Bureau of Mines show the production, in tons, of minerals and number of men employed during 1925.

Mineral	Tons	Number Employed
Lead Coal Clay	312,903 2,542,449 947,669	4,877 4,430 638
Zinc Iron Glass Sand	24,352 3,900	759 450 68

Above table does not include the products of lime and stone quarries, shale and other like industries.

Respectfully submitted,

F. G. Fenix,

Chief Mine Inspector Missouri State Bureau of Mines.

"EXHIBIT C".

#### FEDERAL MINING AND SMELTING COMPANY Baxter Springs, Kansas

#### Confidential

#### MEMORANDUM ON COMPENSATION INSURANCE

The Federal carries Compensation and Liability Insurance as noted below:

	Insurance Carrier	Policy Expires	Rates
Kansas	U.S. Fidelity and Guaranty Company	May 23, 1926	6.737 Mining .05 Clerical .25 Public
Oklahoma	#	July 6, 1926	5.628 Mining 5.628 Clerical .25 Public
Missouri	#	May 18, 1926	7.268 Mining
New Mexic	co Standard Accident Insurance Company	Dec. 31, 1926	3.34 Mining 1.12 Teaming

Public Indemnity carries a straight charge of 25¢ per \$100 of payroll, and is operative under our policies, in Oklahoma and Kansas, only.

By virtue of a credit rating effective July 1, 1925, the published rate of \$7.18 for Kansas was reduced by .445, and the published rate of \$6.00 for Oklahoma by .375, as they apply to all Federal properties.

We are promised a further reduction based on our experience, which will become effective at the expiration of our present contracts in Kansas and Oklahoma.

Our business with the United States Fidelity and Guaranty Co. for 1925 is reflected in the following statements, all data for which were furnished by the Insurance Co. except premium paid and payrolls.

Exhibit "C" - continued

	Oklahoma	Kansas
Number accidents reported  " accruing liability  pending cases partial permanent disability fatalities	533 116 10 10	194 47 2 5
Legal and incidental expense Medical, Hospital, Ambulance, etc. Compensation paid Reserve for pending cases Reserve for contingent liability	101.80 10335.45 7481.69 6222.78 6689.93	153.40 5863.18 3476.05 1310.00 3814.04
Total Expense	30831.65	14616.67
Premium paid Mining Payroll	53519.57 927543.06	30512.38 494264.85

NOTE -- The Reserves for Contingent Liability are excessive in view of a recent decision of the Supreme Court that a case once settled in the absence of fraud is settled for good.

The following statement shows the amount of payroll for 1925 on which the varying rates were applied.

	Amount Charged Maximum Rate	Amount of Clerical at 5¢	Amount of Public Lia. at 25¢
Kansas Oklahom <b>a</b>	\$ 494264.85 927543.06	\$ 32209.53	\$ 526474.38 902240.05
	\$ 1421807.91	\$ 32209.53	\$ 1428714.43

There are submitted below statements of a number of companies who have carried their own risk for periods ranging from one year to ten years.

#### COMPANY OPERATING IN OKLAHOMA & KANSAS.

This Company finished two years' experience October 1925. One doctor is employed on a fixed salary, but he may engage in office practice outside. He has an office at the company headquarters, and except in hospital cases, all injured are sent to him, on company time.

Outside doctors are used when necessary. The company not only treats men injured in line of duty, but also provides medicine and doctor's services in case of sickness of an employee, and in some cases of his family. It is believed that this service pays from a financial as well as from a humane viewpoint and that a definite return is reflected in loyalty, reduction of turnover, and increased efficiency of the men.

#### Two Years' Experience to October 30, 1925:

Number of accidents	\$	574
Number fatals	-	1
Legal and incidental expense		4998.56
Medical, hospital, ambulance,	etc.	14202.52
Compensation paid		20092.85
727	\$	39293.93
	-	
Pay roll - mining \$1025681.	96	
- clerical 57506.	58 \$	1083188.54

Rate \$ 3.626

One of the regular staff takes care of all cases before the Commission and in the courts, and no item for administration or office expense is included in the above statement. Cost of safety work is included.

#### COMMERCE MINING AND ROYALTY CO.

This Company contracts the services of one doctor and uses outside medical service when necessary. First Aid kits are kept at the mines, but when an injured man needs a doctor's services he goes to the company doctor at Miami unless it is a hospital case.

A member of the staff looks after all legal matters, and no charge is carried for administration or office expense.

### Ten-years' Experience to December 31, 1924:

Number of fatal accidents Legal and incidental expense Medical and hospital Compensation paid	7 \$ 4508.15 26093.21 107034.83
	137636.19
Pay roll	\$4167793.35
Rate reported	3.54

#### For 1925:

Number of accidents Permanent total disability Legal and incidental Safety work Medical and hospital Compensation paid	152 1 \$ 500.00 (est.) 6139.83 5833.12 20036.38 \$32509.33			
Pay roll	\$862671.86			
Rate reported	3.61			

3.61

From the beginning this Company has set up 6% of pay roll, thus creating a reserve fund, out of which all expenses are paid. On January 1, 1925, there was a balance in this fund of \$115049.56. This had increased to December 31, 1925, to \$131356.40, showing a gain for 1925 of \$16306.84.

6% of pay roll Total expense	to	Dec.	31,	192 <b>5</b>	\$ 301827.90 170145.52
			-		
Saving			11		\$ 131682.38

### ONE OF OLDEST COMPANIES IN OKLAHOMA - KANSAS FIELD

The experience of this company is covered by

One year's experience of a subsidiary company, One year's experience of another subsidiary company, Eight years' experience of Parent Company.

One man's entire time is given to this work. He adjusts claims, oversees the medical service and appears in all legal matters. He has full authority to compromise, and settle claims at any time or place, and his check for settlement in any amount is passed for payment without question. They contend that this facility in settling claims often enables them to obtain a favorable settlement, when delay might be costly.

One doctor is under contract and all injured are required to go to this doctor, if able. Other doctors may be used by mutual agreement. First Aid kits are not in favor, owing to possibility of infection following unskilled dressings.

### 1925 Experience of First Subsidiary:

14				<b>.</b>
Number o	f accidents	accruing	liability	311 74
Incident Medical	Catalities tal and overl and hospital ation paid	hea <b>d</b>	\$	3258.02 1970.75 6162.88
			\$0	1391.65
Rate re	po <b>rted</b>			2.32
	uld show a p	ay roll o	f \$49	91000.00

#### 1925 Experience of Second Subsidiary:

Number of accidents

" accruing liability 64

Incidental and overhead \$ 1932.00

Medical and hospital 2504.00

Compensation paid 3830.40

\$ 8266.40

Rate reported

1.196

This would show a pay roll of

\$691170.00

\$1368000.00

#### Eight Years' Experience Parent Company:

Number	of accidents		liability	954 159
. 11	fatals			4
Incidental and overhead			\$ 6304.20	
Medical and hospital			7287.00	
Compensation paid			2	8488.60
			\$4	2079.80
Rate r	eported			3.07

As a matter of interest the experience of the above companies has been reduced to a one-year basis and shows an average rate of \$2.78.

This would show a pay roll of

Our own rate based on actual expense reported by the insurance company would be \$3.20 for 1925. Considering the large number of mines involved and the periods of time covered, in the above experience statements, it would seem that a limit of \$4.00 for actual expense would be safe.

December 27, 1986,

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Mr. C. W. Johnson, Menager, P. O. Box 870, Joplin, Missouri.

My dear Wes:

I thank you very much for your favor of the 23rd sending me copy of Brief of Minc and Lead Ore Producers of Southwest Missouri in Opposition to Proposed Rates on Compensation Insurance, which will be read with much interest.

Vory truly yours,

MANAGER OF MINES.

HIY: H.

GEORGE D MARKHAM
JOHN B GOODALL
ALBERT H MITCHINGS
CHARLES H MORRILL
BOYLE O. RODES

ST. LOUIS

American Zinc, Lead & Smelting Co.,
Pierce Bldg.,
St. Louis, Mo.

We have refrained from addressing our customers on this subject until the situation had developed sufficiently to permit of intelligent explanation.

The Law became effective on January 9, 1927. Our Employers' Liability policies were endorsed several months ago to cover our policyholders for Workmen's Compensation when effective.

We are advised by the Superintendent of Insurance that the basic Missouri rates for all Insurance Companies will be promulgated by him on or about Jan. 16th. It is understood that risks ratable by schedule will be inspected by a Central Bureau operating under State supervision and each risk will receive its proper credit for physical condition just as soon as the Bureau can make the inspection—this will require some time because of the immense number of risks requiring attention. When the final rate is promulgated, it will become retroactive to the effective date of the Compensation Law, namely, January 9th.

There have been a number of hearings before the Superintendent of Insurance in St. Louis, Kansas City and Jefferson City, at which numerous employers representing many classes of employment have been heard, with the result that the rates will be finally promulgated by the Superintendent only after thorough research by him and his actuaries into all phases of the Compensation Act and due consideration of all arguments presented.

When these rates are promulgated, the Law provides that they become mandatory and no insurance company may write at any lower rates. The Law states that rates must be fair, reasonable and adequate, and the Superintendent of Insurance is designated as the judge of such qualifications.

On Jan. 3rd, the Associated Industries issued a circular suggesting the organization of a Mutual or Participating Casualty Insurance Company somewhat similar to the company sponsored by the Pennsylvania Manufacturers Association on the theory that it would be possible to save its members 20% to 37½% of the rates under consideration by the Superintendent of Insurance.

Any rate which can be safely discounted 20% to 37½% can hardly be called either fair or reasonable and the circular issued on Jan. 3rd by the Associated Industries would seem to imply that the Superintendent of Insurance intends to promulgate unfair and unreasonable rates, whereas, the Superintendent of Insurance has already established a national reputation as an advocate of low insurance rates. We feel certain that he will not promulgate rates that are unreasonable considering the obligations under the Missouri Compensation Act which are so much more severe than in either Illinois or Kansas. The Missouri rates will therefore undoubtedly be higher than in Illinois or Kansas.

An important point which the Associated Industries missed, is that the Pennsylvania Manufacturers Association, when sponsoring a Compensation Act for Pennsylvania, succeeded in passing one which was so favorable to the EMPLOYERS and so LIMITED in its benefits to WORKMEN that the State of Pennsylvania now enjoys the lowest compensation rates in the United States.

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The Associated Industries on the other hand sponsored a Compensation Act for Missouri which possibly with the exception of New York, is more favorable to WORKMEN than any other Compensation Law, and, in many instances, it is even more In Missouri, for instance, a dependent may colliberal than the New York Law. lect as much as \$13,800. in case of death, which is \$3,800. more than could have There are other liberal provisions in been collected heretofore at Common Law. the Missouri Act, such as the benefit for permanent total disability which provides for 66-2/3% of wages for 300 weeks and thereafter 25% for the balance of life.

You probably know that Mutual or Reciprocal insurance is decidedly questionable because in the last few years 114 such concerns have undergone Receivership, including two of the largest in the United States -- the Integrity Mutual and Sherman & Ellis Associated Employers Reciprocal Exchange. We have a long list of assessments filed against the policyholders of the latter concern after receivership, in amounts ranging from \$6,850. to \$78,000. If an employer wants Mutual, Participating or Reciprocal insurance, there are already a number of concerns operating here which can supply it, rendering unnecessary the expense and hazard to the Associated Industries which the organization of a new company would involve.

Under the severe Compensation Act which we have in Missouri, we do not believe that any Insurance Company whether of Stock or Participating form can long endure if it depends entirely on Missouri business, because a wide spread volume of diversified premium is necessary to carry the burden placed on the employer under

the Workmen's Compensation Act of Missouri.

We suggest extremely careful consideration on your part before undertaking any insurance liability through the Associated Industries or any other group, for you may find that you are taking upon yourself several extremely hazardous risks when your own particular operations may be much less likely to produce serious accidents.

It is reasonable to conclude that every risk cannot earn an experience credit, yet the contemplated Associated Industries Company proposes to give every member a credit in the form of a dividend, otherwise there would be no prospective The organization of this company would of advantage in associating with it. course provide several executive positions at lucrative salaries, but in view of other facilities already in the field, is it the function of the Associated Industries to take upon itself this overhead?

We, as members of the Associated Industries, believe that by undertaking this business promotion the Associated Industries have now departed from the purposes for which they were organized. If this departure is concurred in, others may follow which would ultimately destroy the unity of purpose and general cooperation of its members which have heretofore contributed to the success of the organization.

We shall appreciate a reply to this letter giving us your views.

Very truly yours,

W. H. MARKHAM & CO.

Morril

# POSTAL TELEGRAPH COMMERCIAL CABLES

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INSURANCE COMMISSIONER HAS TODAY ANNOUNCED AN EIGHT DOLLAR COMPENSATION MATE FOR MINING STOP HOPE NOW TO SECURE TWO POLICIES FOR RESPECTIVE OPERATIONS WAGO AND GRANBY JOPLIN LATTER TAKING LOW RATE FOR MILLING AND CLERICAL

G W JOHNSON

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The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this bi SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

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H. I. Young, Mascot - Tennessee. 7567

JOPLIN - MISSOURI.

JANUARY 15. 1927.

INSURANCE COMMISSIONER HAS TODAY ANNOUNCED AN EIGHT DOLLAR COMPENSATION RATE FOR MINING POLICIES FOR RESPECTIVE OPERATIONS WACO AND GRANBY JOPLIN LATER STOP TAKING LOW RATE FOR MILLING AND CLERICAL.

JOHNSON.

#### POSTAL TELEGRAPH - COMMERCIAL CABLES CLARENCE H. MACKAY, PRESIDENT RECEIVER'S NUMBER CLASS OF SERVICE DESIRED FAST TELEGRAM CHECK DAY LETTER **A**CABLEGRAMS NIGHT TELEGRAM TELEGRAMS @ TIME FILED NIGHT LETTER TO ALL TO ALL The sender must mark an X opposite the class of service desired; otherwise the Relegram will be STANDARD TIME THE WORLD **AMERICA** transmitted as a fast telegram.

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January 15, 1927

Mr. H. I. Young, Mgr. of Mines, American Zinc, Lead & Smelting Co., Knoxville, Tenn.

INSURANCE COMMISSIONER HAS TODAY ANNOUNCED AN EIGHT DOLLAR COMPENSATION RATE FOR MINING STOP HOPE NOW TO SECURE TWO POLICIES FOR RESPECTIVE OPERATIONS WACO AND GRANBY - JOPLIN LATTER TAKING YOW RATE FOR MILLING AND CLERICAL.

Day Letter/Chg. A.Z.L.& S. Co.

G. W. JOHNSON

# AMERICAN ZINC. LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON, MANAGER OF MISSOURI MINES

JOPLIN, MO. January 19, 1927.

Mr. H. I. Young, Mgr. of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I am returning herewith W. H. Markham & Company's letter on Missouri Workmen's Compensation Law.

I quite agree with them that the Associated Industries of Missouri should stay out of the insurance business but I am somewhat surprised at their attitude toward the law and toward the Association as prior to the referendum vote this company and most of its officials were out working for the Compensation Law hand in hand with the Association. It has also developed they were advised by the National Rating Bureau that the new law would reduce insurance rates at least 25% considering all classifications as a whole.

We have just lately been approached by T. H. Mastain, Company who of course are trying to get some new business under the Compensation Law, claiming they can show a saving of some 15% to 25% to the policy-holder providing the insured has a normal experience. Inasmuch as they are not allowed to harge a higher rate (the next two years) than \$8.00 regardless of experience/they will no doubt secure considerable coverage.

I think, however, the American Zinc Company had better stay with the Stock Company and continue writing with the U. S.F.& G. Company.

Very truly yours

HSM-0436

# AMERICAN ZINC. LEAD & SMELTING CO.

JOPLIN, MO.

For

March 10, 1927.

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Co., Joplin, Missouri.

Dear Mr. Johnson; -

With reference to our exchange of telegrams having regard to the reduction of your Oklahoma Compensation insurance rate.

We took up the question of rerating with the United States Fidelity and Guaranty Company some three weeks ago, and recalled to their attention the fact that the 5.2% debit applicable to your policy as of November 28th, 1926, was actually promulgated in March, 1926, and that the debit was due to the bad record in 1924, but that the good record of 1925 would product a credit.

We have had several conferences on this subject. It now develops that the debit charge of 5.2% was actually to be effective July 1st, 1926, although from July 1st to November 28th, 1926, we managed to keep it off of your policy. The Bureau have ruled that the 1925 experience will not become applicable until Movember 28th, 1927. However, the insurance company have promised, as a substitute, to arbitrarily use the 1925 experience, and make it available as of July 1st, 1927. This puts us four months out of line on our promise to you, and that is why, when your first wire of March 9th came in, we answered asking for other information, hoping that there might be some other means of reducing your rate and make it effective right now. This, we are sorry to state, is impossible to do.

We have done our very best on this matter and even though it will be July 1st before your reduction will become available, nevertheless, you will gain this lower rate for five months before it is technically applicable.

If putting off this reduction from March until July is going to embarrass you, we will be glad to make an adjustment when we find out exactly what the new rate is going to be the first of July.

We trust that this handling of the matter will be satisfactory to you.

Very truly yours,

ALEXANDER & ALEXANDER, INC.

(signed) C. S. Drew,

Mgr. Casualty & Surety Dept.

CSD: CGP

# AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN. MO.
March 14, 1927.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I am inclosing herewith copy of letter just received from Mr. Drew, Manager of the Casualty and Surety Department, Alexander & Alexander, Inc.

You will note he has been unable to secure the rate reduction promised us when renewal policy was issued last November. I am not at all surprised at the results of his several conferences with the U. S. F. & G. Company officials, as I did not at the time he made the promise feel that it was possible for them to make such a concession. I do believe, however, that Drew has done all that any other agent could do.

When the new rate has come out and is made effective on July 1st, 1927, I will then see what can be done in the way of adjustment if at that time we are justified in asking for any special consideration.

Very truly yours,

MANAGER.

GWJ:LLB

AMERICAN ZINC, LEAD AND SMELTING COMPANY
MINE OPERATING AND LAND DEPARTMENT
P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.
March 14, 1927.

Mr. H. I. Young, Manager of Mines, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

We have today secured compensation insurance coverage on our Big Chief Tailings Mill Operations at a rate of \$1.70 per \$100 payroll. The U. S. F. & G. Company will handle the business through their agent in this district, Bomford Brothers, Miami, Oklahoma. There is some chance of our receiving an endorsement to the policy increasing the rate 5.2%, the debit standing against all of our properties in Oklahoma.

I have given the coverage to Bomford Brothers for the reason they are now receiving only a share of the commission on our other business written through Alexander & Alexander and W. H. Markham & Company. Bomford Brothers look after the details, however, and handle all settlements; in other words, they do the work. I feel it will strengthen our position with them to give them a little business direct.

Yours very truly,

MANAGER.

GWJ: LLB

AMERIC ZINC, LEAD & SMELTING CO.

JOPLIN, MO.

H. I. Young, Mgr. of Mines

March 14, 1927.

Mr. C. S. Drew, Mgr., Casualty & Surety Dept., Alexander & Alexander, Inc., Baltimore, Maryland.

Dear Mr. Drew:

I have yours of March 10th and regret very much to learn you so far have been unable to secure the Oklahoma rate reduction promised us when renewing coverage last November.

I think under the circumstances we had best let the matter ride along until next July 1st, at which time we can then get together, any adjustment that may seem fair. Much will depend, of course, upon the new rate promulgated and made effective as of that date.

Very truly yours,

MANAGIER.

GWJ: LLB CO: HIY

March 26, 1927. Mr. G. W. Johnson. Manager. P. O. Box 870. Joplin. No. Dear Wes: I have yours of the 14th regarding Oklahoma insurance - am not surprised that Drow has been unable to secure rate reduction he promised. In our Tennessee insurance we found this to be quite characteristic of this gentlemen. I am glad you have placed the dig Chief tailing retreatment insurance with Bomford Brothers and see no reason why this plant should not carry a rate the same as any other tailing operation. Vory truly yours. MAHAGER OF MINES. HIY:E HSM-0441

# WORKMEN'S COMPENSATION LAW

OF THE

STATE OF MISSOURI

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Effective September 1, 1925

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# HSM-0443

# Workmen's Compensation Law

of the

State of Missouri

Effective September 1, 1925

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# Digest of the Missouri Workmen's Compensation Law\*

# 1.—TITLE, WHEN EFFECTIVE, ETC.

Missouri House Bill 112 (Committee substitute), Fifty-Third (1925) General Assembly, approved April 30, 1925. Liability provisions, and requirement of reporting accidents, effective September 1, 1925 (§79); otherwise effective July 9, 1925.

# 2.—SYSTEM PROVIDED FOR.

Employer's direct liability for compensation, elective (§§2, 3). Insurance or proof of financial ability required of assenting employer; insurance does not discharge employer's liability (§§25-27). Administered by Workmen's Compensation Commission of three members (§§56-60).

This Act is patterned after the Act of 1921, but without the competitive State insurance feature.

#### 3.—HOW ELECTED.

Acceptance is presumed as to employer and employee, in the absence of written notice to the contrary, filed with the Commission prior to accident (§2).

## 4.—HOW ELECTION CHANGED.

Presumption of acceptance is re-established by filing with Commission written notice withdrawing rejection (§2).

## 5.—ALTERNATIVE LIABILITY.

If employer does not assent, defenses of contributory negligence, fellow servant's fault and assumption of risk are abrogated (§4). If employer assents and employee does not, such defenses remain (§4).

## 6.—EMPLOYMENTS COVERED.

All private, where more than ten are regularly employed, except farm labor, domestic servants, family chauffeurs, casual or not incidental to employer's business, outworkers, employees whose average annual earnings exceed \$3,600 and those exclusively covered by Federal law. Excepted employments (except two last mentioned) may be brought under the Act by joint election (§§5-7, 12a). Public employments are excluded unless they elect by law or ordinance to come under the Act (§§5, 6b). Where ten or less are regularly employed in hazardous occupation, Commission may, upon application of employee or on its own motion, require employer to elect within 10 days whether to accept or reject Act, subject to abrogation of defenses for rejection (§4b-c).

#### 7.—EXTRA-TERRITORIAL EFFECT.

Act applies to injuries received outside the State under contract of employment made within the State, unless the contract otherwise provides (§12b).

<sup>\*</sup> This is a Digest of the Statutes and not of the Decisions cited, which latter are added merely for convenience of reference. The headings (together with their topical numbers) of this Digest conform in substance and order with those of the "Digest of Workmen's Compensation Laws in the United States and Territories" (compiled by F. Robertson Jones and published by the Workmen's Compensation Publicity Bureau, 80 Maiden Lane, New York City)—so that the former supplements the latter.

# 8.—INJURIES COVERED.

Personal injuries by accident arising out of and in the course of employment, and such disease or infection as naturally results therefrom, unless intentionally self-inflicted. "Personal injury" and "accident" defined (§§3, 7). Special provisions as to hernia (§17b). No compensation for death or disability in so far as caused by unreasonable refusal to submit to surgical treatment or operation (§13d).

# 9.—OCCUPATIONAL AND OTHER DISEASES.

The term "injury" does not include occupational disease in any form, or any contagious or infectious disease contracted during the course of employment, but this does not deprive employees of their rights under the laws of the State pertaining to occupational diseases (§7b). Special provisions as to hernia (§17b).

# 10.-NOTICE OF INJURY AND CLAIM FOR COMPENSATION.

Written notice must be given to employer as soon as practicable, and not later than 30 days, after accident, unless excused by Commission for good cause. Defect or inaccuracy does not invalidate notice unless employer was prejudiced thereby. Claim must be filed within six months after injury or death, or last payment, if any (§§38-39).

# 11.—COMPENSATION FOR TOTAL DISABILITY.

If temporary, 66-2/3% of average earnings, maximum \$20, minimum \$6 or full wages, weekly, maximum period 400 weeks (§§14b, 15). If permanent, same rate of payment for 300 weeks and thereafter 25% of average annual earnings for life, maximum \$20, minimum \$6, weekly. Certain severe injuries conclusively presumed to be permanent total disabilities (§18). Death terminates disability, but any accrued and unpaid compensation must be paid to dependents or personal representative (§20).

# 12.—COMPENSATION FOR PARTIAL DISABILITY.

If temporary, 66-2/3% of loss in earning power, maximum \$20 weekly, maximum period 100 weeks. Schedule for specific injuries, 66-2/3% of average earnings, maximum \$20, minimum \$6, weekly, for periods ranging from 8 to 232 weeks, in lieu of all other compensation. For permanent injuries not specified, compensation based on specific schedule, maximum period 400 weeks. For serious and permanent disfigurement about face or head, Commission may award special compensation, maximum \$1,000 (§§16-17). Death terminates disability period, but compensation accrued and unpaid must be paid to dependents or personal representative (§20).

# 13.—COMPENSATION FOR DEATH.

If death results from accident within 300 weeks, in all cases, reasonable expense of last sickness, maximum \$250 (if not covered by "medical aid" provisions), and of burial, maximum \$150. In addition, to total dependents, two-thirds of average weekly earnings for year preceding injury, multiplied by 300, payable in weekly instalments, maximum \$20, minimum \$6, weekly, less amount of disability payments, if any. To partial dependents, compensation, based on foregoing rate, in proportion to decedent's contribution to their support at time of injury (§§7b, 21).

## 14.--WAITING PERIOD.

No compensation payable for first three days of disability unless disability lasts more than 4 weeks (§14a).

# 15.-MEDICAL AND SURGICAL AID.

Employer must provide medical, surgical and hospital treatment as reasonably necessary for first 60 days after injury or disability, maximum \$250, and thereafter, within 1 year from injury, such additional similar treatment as Commission may order. Employee may select his own physician and treatment at his own expense. Fees and charges must be fair and reasonable, and are subject to regulation by Commission. No compensation payable for death or disability in so far as caused or aggravated by unreasonable refusal to submit to medical treatment or surgical operation. Commission may order change in physician, hospital or other requirement (§13).

# 16.—EFFECT OF PREVIOUS DISABILITY.

Permanent disability following previous disability is to be compensated on basis of earnings at time of latest injury. If subsequent injury results in permanent partial disability, payment is to be made for resulting condition after deducting previous disability; if resulting condition be permanent total disability, payment is to be two-thirds of that for permanent total disability in other cases. In case of concurrent temporary disabilities, compensation is payable only for longest and largest paying. In case of concurrent and consecutive permanent disabilities, compensation for each subsequent disability is not to begin until end of compensation period for prior disability (§19). In case of injury to employee already disabled and drawing compensation, payment for each subsequent injury is to be apportioned according to proportion of incapacity caused by respective injuries (§22h).

# 17.—AVERAGE WAGES—HOW COMPUTED.

Compensation is to be computed on basis of annual earnings for year preceding injury, if with same employer; but if not, annual earnings of another person in the same grade of employment and locality may be taken as basis of computation. If not otherwise determinable, average annual earnings to be average daily wages multiplied by 300 or other multiplier (not less than 200) representing normal number of working days in year. Earnings are to include reasonable value of board, rent, gratuities, etc., received as part of remuneration, but not wages of helpers or sums advanced for special expenses (§22). See also under "Minors and Incompetent Persons."

# 18.—WHO ARE DEPENDENTS.

Wife, incapacitated husband, and children under 18 or incapacitated, under certain conditions, are conclusively presumed totally dependent. In other cases, dependency is to be determined in accordance with facts at time of injury. Dependents limited to relatives by blood or marriage. Total and partial dependency distinguished; and total dependents preferred to exclusion of partial dependents (§21b-d).

## 19.—NON-RESIDENT ALIEN DEPENDENTS.

No provision.

# 20.-MINORS AND INCOMPETENT PERSONS.

Minor employees, whether legally employed or not, are deemed of full age for all purposes of the Act (§7a). Appointment of a guardian terminates legal disability from minority or insanity (§39). In computing compensation for minor, increased earning power until he reaches age of 21 must be considered (§22j). See also §22f. And see under "Penalties", infra.

# 21.—MEDICAL EXAMINATIONS.

Injured employee must submit to medical examination from time to time at request of employer, insurer or Commission, regard being had to employee's convenience and physical condition. Employee may have his own physician present. Unjustifiable refusal to submit forfeits compensation during continuance (§50). Commission may in extraordinary cases order a post-mortem examination (§50e).

# 22.-METHOD OF PAYMENT AND PROCEEDINGS TO COLLECT.

Compensation is payable directly to employee or dependents by employer or insurer, same as wages prior to injury, at least once every two weeks. Delinquent instalments bear interest at 6% per annum (§14b). Advances by employer to be credited on compensation when agreed to or awarded (§14c). Any party in interest may file in Circuit Court a certified copy of approved agreement or award and have judgment entered in accordance therewith, which has same effect as though rendered in action (§45).

# 23.—SETTLEMENT OF CLAIMS AND DISPUTES.

Terms of compensation may be settled by agreement between parties after seven days from date of injury or death, subject to approval of Commission (§§35-36). In case of dispute, either party may submit same to Commission, which must reach a determination after hearing in summary manner. Award by any member of Commission is subject to review by full Commission (§§40, 41, 43). Both employer and insurer must be parties to all agreements and awards (§27).

## 24.—APPEALS.

From award of Commission either party may appeal within 30 days to Circuit Court, upon questions of law only, as defined. From decision of Circuit Court further appeal lies as in civil actions, with precedence over all other cases except election contests. Costs of appeal are to be assessed against losing party (§44). From decision or award under substitute compensation scheme, appeal lies to Commission (§33).

# 25.—EVIDENCE AND PROOF.

Proceedings before Commission are to be simple, informal and summary, and without regard to technical rules of evidence. Commission may compel attendance of witnesses, production of records, taking of depositions, etc. (§§51-52).

# 26.—MODIFICATION OF AGREEMENTS AND AWARDS.

Upon its own motion or upon application of any party in interest, on the ground of changed conditions, Commission may, at any time, review an award and end, diminish or increase compensation (§42). In any case, a temporary or partial award may be made, which may be modified from time to time to meet the needs of the case (§46).

## 27.—COMMUTATIONS.

Commission may, under unusual circumstances, upon application of either party and notice to other, commute compensation, in whole or in part, to a lump sum not to exceed present value of future payments at 4% discount, if for the best interest of beneficiary, if latter has removed or is about to remove from the U. S., if it will avoid undue expense or hardship to either party, or if employer has disposed of greater part of his assets. Upon notice to other party, Commission or court may permit employer to purchase annuity or to deposit lump sum with Commission, thereby discharging his liability (§§48-49).

## 28.—ASSIGNMENTS AND EXEMPTIONS.

Compensation is not assignable, is exempt from attachment, garnishment or execution, and is not subject to set-off or counterclaim or in any way liable for debt, except for attorney's fee allowed by Commission (§23).

## 29.—LIEN OR PREFERENCE.

In case of employer's insolvency, compensation is entitled to same preference and priority as claims for wages, without limit as to time or amount (§23).

#### 30.—HOW COMPENSATION SECURED.

Assenting employer must insure entire liability (except that employers in mining business may insure with limit) with authorized insurance carrier or satisfy Commission of ability to carry his own risk. In latter event, Commission must require security upon application of any person entitled to compensation and proof of employer's default in payment (§25).

#### 31.—INSURANCE.

## (a) General Provisions.

If employer is insured, his insurer is primarily and directly liable for compensation, and employer's liability is secondary and indirect. Upon request of Commission and at every hearing employer must produce copy of his insurance policy. Policies must be approved as to form by Superintendent of Insurance Department, and must contain agreement that insurer accepts all provisions of the Act, and that same may be enforced by any person entitled to rights under the Act. No part of insurance cost to be paid by employee (§§26-28).

- (b) Stock Companies.

  No specific provision.
- (c) Mutual Insurance.
  No specific provision.
- (d) State Insurance.
  None.

# (e) Regulation of Rates, Reserves, etc.

Insurance rates must be fair, reasonable and adequate, with due allowance for merit rating. Within 30 days after this section of Act becomes effective, insurance carriers must file with Superintendent of Insurance their classification of risks and premium rates, etc. Within 60 days after this section becomes effective, Superintendent must approve or issue a uniform classification of risks and premium rates, and, in his discretion, a uniform system of schedule or merit rating. Subsequently the Commissioner may modify or change such system, after hearing. No insurance carrier may write at rates less than approved by Superintendent as fair, reasonable and adequate. Special concessions as to rates for reciprocal insurance (§29). Insurance carriers must maintain such reserves as required by law or by Superintendent of Insurance (§30).

# (f) Special Taxation of Compensation Premiums.

Tax of 2% on premiums received, or business done within the State is levied on all insurance carriers, in lieu of all other taxes on premiums, to defray expenses of administering Act. Similar tax is assessed against self-insuring employers (§§67-71).

# 32.—WHERE INJURY IS CAUSED BY THIRD PARTY.

Where third party is liable for injury, employer is subrogated to rights of employee or dependent against third party, without limit as to amount, but any recovery in excess of compensation must be paid to employee or dependent (§11).

# 33.—PRINCIPAL, CONTRACTOR AND SUB-CONTRACTOR.

A principal contractor or person who has work in the usual course of his business done under contract on or about his premises, is secondarily liable for compensation to his contractor, sub-contractors and their employees. Immediate employer is primarily liable, and all persons liable may be made parties to the proceedings upon application of any party. Such liability does not exist if employee was insured by immediate or any intermediate employer (§10).

# 34.—SUITS FOR DAMAGES.

Right to compensation excludes all other rights and remedies, at common law or otherwise, for injuries covered, as to employee, dependents, personal representatives, etc., except such rights and remedies as are not provided for by the Act (§3). But if employer fails to secure compensation as required, employee or dependents may elect after injury to recover from employer as though he had rejected the Act, or to take compensation, commuted and immediately payable (§25).

# 35.—CONTRACTING OUT AND SUBSTITUTE BENEFIT SCHEMES.

Employer or group of employers may enter into or continue agreement with employees for a substitute system of compensation or insurance, subject to approval of Superintendent of Insurance Department. Such substitute system must confer benefits at least equivalent to those provided by the Act.

and if contributions from employees are required, additional benefits must be conferred, commensurate therewith (§33). Other contracting out forbidden (§35), except that, with approval of Commission, an employer may exempt himself from provisions of the Act with respect to an individual employee, not engaged in a hazardous occupation, with such employee's written consent (§4e).

# 36.—POSTING NOTICES.

Employer's notice of rejection must be posted and kept posted in a conspicuous place on his premises (§2). Exempted employers who voluntarily come under the Act must post notice of such election (§5).

# 37.—REPORTS REQUIRED OF EMPLOYER OR INSURER.

Every employer, whether otherwise subject to the Act or not, must notify Commission within ten days after knowledge of accident and within a month file complete report of every injury or death, and make such supplemental reports as required by Commission (§34). Upon death of employee, employer must furnish Commission immediately with names and addresses of all dependents (§21f). Insurance carriers must report to Superintendent of Insurance Department such information as may be required to determine reasonableness, etc., of their rates (§31). On or before March 1, 1926, and annually thereafter, they must make verified return to the same official on premiums, etc., for preceding calendar year (§69).

# 38.—PENALTIES.

For violation by insurance carrier of any provision of Act, or failure to pay compensation, authority to do business may be revoked or suspended (§32). Violation of requirement to report accidents, or making false statement in such report, is a misdemeanor, punishable by \$50 to \$500 fine, or by imprisonment, for from a week to a year, or both (§34). Same penalty for discrimination against employee for exercising rights under the Act (§37). If proceedings are brought or defended before Commission without reasonable ground, entire cost thereof may be assessed against party bringing or defending same (§52). Failure to attend or give testimony as a witness is a misdemeanor, punishable by \$500 fine or imprisonment for a year, or both (§53). Making fraudulent claim for compensation is a misdemeanor punishable by \$50 to \$500 fine or from a week's to a year's imprisonment, or both (§55). Acting as agent for unauthorized insurance carrier is a misdemeanor, punishable by \$500 to \$5,000 fine, or from a week's to a year's imprisonment, or both (§72). Violation of Act not otherwise penalized is a misdemeanor, punishable by \$50 to \$500 fine, or from a week's to a year's imprisonment, or both (§75). For failure to comply with temporary award, amount may be doubled in final award (§46). For employee's unjustifiable refusal to submit to examination, compensation is forfeited for period of refusal (§50). In case of injury to minor knowingly employed in violation of child labor law, compensation is increased 50% (§22j). See also under "Accident Prevention."

# HSM-0448

# 39.—ATTORNEYS' AND PHYSICIANS' FEES.

Commission may allow as a lien on compensation, reasonable attorney's fees for necessary services, and may order same paid to attorney in lump sum or instalments (§23). Fees and charges of physicians, hospitals, etc., must be fair and reasonable, and are subject to regulation by Commission (§13c).

# 40.—ACCIDENT PREVENTION.

Where injury is caused by employer's failure to comply with statute or order of Commission, compensation is increased 15%. Where injury is caused by employee's failure to use safety device or to obey known safety rule, compensation is reduced 15% (§3).

#### 41.—CONSTITUTIONALITY.

If any part of the Act is held unconstitutional, it shall not affect validity of the remainder (§77).

## 42.—MISCELLANEOUS.

Beneficiaries of public pension funds who receive compensation shall have deducted from any benefit payable from such fund a part thereof proportionate to the amount of employer's contribution to such fund (§8). Joint employers of same employee are liable for compensation jointly and severally; but as between themselves they are liable in proportion to their wage liability unless otherwise agreed between them (§9). No savings, insurance or benefit derived by employee from outside source is to be considered in determining compensation (§24).

# Text of the Law

COMMITTEE SUBSTITUTE FOR
MISSOURI HOUSE BILL No. 112
53rd General Assembly (1925)

AN ACT to provide a system of workmen's compensation; prescribing the manner of election and rejection of the Act and the effect thereof; defining certain terms used in said Act; defining the rights and liabilities of employers and employees electing to accept or reject the act, and of third persons in connection therewith; prescribing the method of payment of compensation to employees injured and disabled as a result of accidents arising out of and in the course of their employment; prescribing the powers and duties of the commission and the courts in connection therewith; regulating the charges for medical aid; burial expenses and attorney's fees; prescribing the rights, duties and liabilities of the employer's insurer and regulating insurance rates, reserves and policies; regulating the rights of dependents, making certain minors of full age; providing for the giving and serving certain notices thereunder; prescribing the manner of procedure and the limitations on proceedings thereunder; providing the means of enforcing awards and the manner and extent to which the same may be reviewed by the courts; creating the Missouri workman's compensation commission to administer the Act and prescribing its powers, duties, and the salaries of the commissioners and the commission's employees; providing for the establishment of offices for such commission; providing for the insurance of the liability of an employer for injury or death of his employees, by insurance carriers authorized to transact this class of insurance in the state or by selfinsurance; providing a tax on insurance premiums to defray the expenses of administering the act; repealing all acts or parts of acts inconsistent herewith; prescribing penalties for violations of certain of its provisions and fixing the time when certain of its provisions shall take effect.

Be it enacted by the General Assembly of the State of Missouri, as follows:

Section 1. This act shall be known as the workmen's compensation act.

Sec. 2. Every employer and every employee, except as in this act otherwise provided, shall be conclusively presumed to have elected to accept the provisions of this act and respectively to furnish and accept compensation as herein provided, unless prior to the accident he shall have filed with the commission a written notice that he elects to reject this act. The presumption of election shall be re-established by filing with the commission a written notice withdrawing the rejection. All such notices shall take effect on the day of their receipt by the commission. They shall be sent by mail and the

commission shall immediately acknowledge receipt thereof. The notice given by the employee shall take effect upon all employments at which he may then or thereafter be employed until the rejection is withdrawn, and on application the commission shall inform any employer thereof. The commission shall also furnish to each employer rejecting the act a notice thereof, which the employer shall keep posted in a conspicuous place on his premises where it can be seen by his employees.

- Sec. 3. If both employer and employee have elected to accept the provisions of this act, the employer shall be liable irrespective of negligence, to furnish compensation under the provisions of this act for personal injury or death of the employee by accident arising out of and in the course of his employment, and shall be released from all other liability therefor whatsoever, whether to the employee or any other person. The rights and remedies herein granted to an employee, shall exclude all other rights and remedies of such employee, his wife, her husband, parents, personal representatives, dependents, heirs or next kin, at common law or otherwise, on account of such accidental injury or death, except such rights and remedies as are not provided for by this act. No compensation shall be allowed under this act for the injury or death due to the employee's intentional self-inflicted injury but the burden of proof of intentional self-inflicted injury shall be on the employer or the person contesting the claim for allowance. Where the injury is caused by the failure of the employer to comply with any statute in this state, or any lawful order of the commission, the compensation and death benefit provided for under this act shall be increased fifteen per cent. Where the injury is caused by the willful failure of the employee to use safety devices where provided by the employer, or from the employee's failure to obey any reasonable rule adopted by the employer for the safety of employees, which rule has been kept posted in a conspicuous place on the employer's premises, the compensation and death benefit provided for herein shall be reduced fifteen per cent, provided that it is shown that the employee had actual knowledge of said rule so adopted by the employer; and provided further that the employer had, prior to the injury, made a diligent effort to cause his employees to use said safety device or devices and to obey or follow said rule so adopted for the safety of said employees.
- Sec. 4. (a) A major employer shall mean an employer who has more than ten employees regularly employed.
- (b) A minor employer shall mean an employer who has ten or less employees regularly employed.
- (c) If any employee of a minor employer files with the commission a written complaint that such employer is engaged in an occupation hazardous to employees, the commission shall issue an order to show cause returnable within ten days thereafter requiring such employer to appear and show cause why he should not be required to accept or reject the provisions of this act, or such order may be issued by the commission upon its own motion. Upon hearing the commission shall determine whether or not such employer is engaged in an occupation hazardous to employees and if the commission deter-

mines that such employer is engaged in an occupation hazardous to employees, such employer shall be conclusively presumed to have accepted the provisions of this act unless he rejects the same within ten days thereafter. The commission may review its decision with reference to the hazardous nature of such employment, or such decision may be reviewed by the full commission in the same manner that awards of the commission may be reviewed under sections 42 and 43 of this act, and appeals may be had in the manner provided in section 44.

- (d) If any minor employer, who has been determined to be engaged in an occupation hazardous to employees, or any major employer has elected to reject the provisions of this act, in any action to recover damages for personal injury or death of his employee in the course of his employment, it shall not be a defense that the same was caused by the negligence of a fellow servant, or that the employee had assumed the risk of the injury or death, or that the same was caused in any degree by the negligence of the employee. Such defenses shall not be allowed in such action whether or not the employee accepted this act, nor shall they be allowed in any proceeding for compensation under this act. Such defenses shall be allowed to an employer who has elected to accept this act, if the employee has elected to reject it.
- (e) Any employer who has accepted the provisions of this act may exempt himself from the provisions of the same with respect to any individual employee whose employment is not hazardous by filing with the commission the written consent of such employee to such exemption. Such consent shall describe the nature of the employment and be signed by the employee and must be approved by the commission, provided that the commission shall not approve of such exemption unless it deems such employment non-hazardous and provided further that such employee may at any time thereafter before injury revoke such consent by filing a written revocation thereof with the commission. The commission shall thereupon notify the employer of such revocation.
- Sec. 5. Sections 2, 3 and 4 of this act shall not apply to any of the following employments:

First: Employments by the state, county, municipal corporation, township, school or road, drainage, swamp and levy districts, or school board, board of education, regents, curators, managers, or control commission, board or any other political subdivisions, corporation, or quasi-corporation thereof.

Second: Employments of farm labor and domestic servants including family chauffeurs.

Third: Employments which are but casual or not incidental to the operation of the usual business of the employer.

Fourth: Employments in which articles and materials are given out to be made up, cleaned, washed, altered, ornamented, finished, repaired, or adapted for sale in the home of the employee, or on premises not under the control or management of the employer. Fifth: Employments by minor employers not determined to be engaged in an occupation hazardous to employees. Any employer in this section exempted from the operation of sections 2, 3 and 4 of this act may bring himself within the provisions of this act by filing with the commission notice of his election to accept the same, and by keeping posted in a conspicuous place on his premises a notice thereof to be furnished by the commission, and any employee entering the services of such employer and any employee remaining in such service thirty days after the posting of such notice shall be conclusively presumed to have elected to accept this act unless he shall have filed with the commission and his employer a written notice that he elects to reject this act.

- Sec. 6. The word "employer" as used in this act shall be construed to mean:
- (a) Every person, partnership, association, corporation, trustee, receiver, the legal representatives of a deceased employer, and every other person, including any person or corporation operating a railroad and any public service corporation, using the service of another for pay.
- (b) The state, county, municipal corporation, township, school or road, drainage, swamp and levy districts, or school boards, board of education, regents, curators, managers or control commission, board or any other political subdivision, corporation, or quasi-corporation, or cities under special charter, or under the commission form of government, which elects to accept this act by law or ordinance.
  - (c) Any reference to the employer shall also include his insurer.
- Sec. 7. (a) The word "employee" as used in this act shall be construed to mean every person in the service of any employer, as defined in this act, under any contract of hire, express or implied, oral or written, or under any appointment or election, but shall not include persons whose average annual earnings exceed three thousand six hundred dollars. Any reference to any employee who has been injured, shall, when the employee is dead, also include his dependents, and other persons to whom compensation may be payable. The word "employee" shall also include all minors who work for an employer, whether or not such minors are employed in violation of law, and all such minors are hereby made of full age for all purposes under, in connection with, or arising out of this act.
- (b) The word "accident" as used in this act shall, unless a different meaning is clearly indicated by the context, be construed to mean an unexpected or unforeseen event happening suddenly and violently, with or without human fault and producing at the time objective symptoms of an injury. The term "injury" and "personal injuries" shall mean only violence to the physical structure of the body and such disease or infection as naturally results therefrom. The said terms shall in no case be construed to include occupational disease in any form, nor shall they be construed to include any contagious or infectious disease contracted during the course of the employment, nor shall they include death due to natural causes occurring while the workman is at

- work. "Death" when mentioned as a basis for the right to compensation means only death resulting from such violence and its resultant effects occurring within three hundred weeks after the accident. Provided that nothing in this act contained shall be construed to deprive employees of their rights under the laws of this state pertaining to occupational diseases.
- (c) Without otherwise affecting either the meaning or interpretation of the abridged clause, "personal injuries arising out of and in the course of such employment," it is hereby declared not to cover workmen except while engaged in, or about the premises where their duties are being performed, or where their services require their presence as a part of such services.
- (d) An employee who is employed by the same employer for more than five and one-half consecutive work days shall for the purpose of this act be considered a regular and not a casual employee.
- (e) The term "total disability" as used in this act shall mean inability to return to any employment and not merely inability to return to the employment in which the employee was engaged at the time of the accident.
- Sec. 8. Nothing in this act shall be construed as amending or repealing any statute or ordinance relating to associations or funds for the relief, pensioning, retirement, or other benefit of firemen, policemen, or other public employees, their widows, children or dependents, or as in any manner interfering with such associations, funds or benefits, now or hereafter established, but any such public employee, his widow, children or dependents, who shall receive compensation under this act shall have deducted from any benefit otherwise payable by any pension or other benefit fund to which the municipal corporation or other public employer contributes, a part of such benefit proportionate to the amount then being contributed to such fund by such employer, which deductions shall be made only during the compensation period. Nor shall anything in this act be construed as interfering with the right of any public employee to draw full wages, or collect and retain his full fees, so long as he holds his office, appointment or employment, but the period during which the same are received after the injury shall be deducted from the period of compensation payments due hereunder.
- Sec. 9. If the injury or death occurs while the employee is in the joint service of two or more employers, their liability shall be joint and several, and the employee may hold any or all of such employers. As between themselves such employers shall have contribution from each other in the proportion of their several liability for the wages of such employee, but nothing in this act shall prevent such employers from making a different distribution of their proportionate contributions as between themselves.
- Sec. 10. (a) Any person who has work done under contract on or about his premises which is an operation of the usual business which he there carries on shall be deemed an employer and shall be liable under this act to such contractor, his subcontractors, and their employees, when injured or killed on or about the premises of the employer while doing work which is in the usual course of his business.

- (b) The provisions of this section shall apply to the relationships of landlord and tenant, and lessor or lessee, when created for the fraudulent purpose of avoiding liability, but not otherwise. In such cases the landlord or lessor shall be deemed the employer of the employees of the tenant or lessee.
- (c) The provisions of this section shall not apply to the owner of premises upon which improvements are being erected, demolished, altered or repaired by an independent contractor but such independent contractor shall be deemed to be the employer of the employees of his subcontractors and their subcontractors when employed on or about the premises where the principal contractor is doing work.
- (d) In all cases mentioned in the preceding sub-sections, the immediate contractor or subcontractor shall be liable as an employer of the employees of his subcontractors. All persons so liable may be made parties to the proceedings on the application of any party. The liability of the immediate employer shall be primary, and that of the others secondary in their order, and any compensation paid by those secondarily liable may be recovered from those primarily liable, with attorney's fees and expenses of the suit. Such recovery may be had on motion in the original proceedings. No such employer shall be liable as in this section provided, if the employee was insured by his immediate or any intermediate employer.
- Sec. 11. Where a third person is liable to the employee or to the dependents, for the injury or death, the employer shall be subrogated to the right of the employee or to the dependents against such third person, and the recovery by such employer shall not be limited to the amount payable as compensation to such employee or dependents, but such employer may recover any amount which such employee or his dependents would have been entitled to recover. Any recovery by the employer against such third person, in excess of the compensation paid by the employer, after deducting the expenses of making such recovery shall be paid forthwith to the employee or to the dependents, and shall be treated as an advance payment by the employer, on account of any future installments of compensation.
- Sec. 12. (a) This act shall apply to all cases within its provisions, except those exclusively covered by any federal law.
- (b) This act shall apply to all injuries received in this state, regardless of where the contract of employment was made, and also to all injuries received outside of this state under contract of employment made in this state. unless the contract of employment in any case shall otherwise provide.
- Sec. 13. (a) In addition to all other compensation, the employee shall receive and the employer shall provide such medical, surgical, and hospital treatment, including nursing, ambulance and medicines, as may reasonably be required for the first sixty days after the injury or disability, to cure and relieve from the effects of the injury, not exceeding in amount the sum of two hundred and fifty dollars, and thereafter such additional similar

treatment within one year from the date of the injury as the commission by special order may determine to be necessary. If the employee desires, he shall have the right to select his own physician, surgeon, or other such requirement at his own expense. Where such requirements are furnished by a public hospital or other institution, payment therefor shall be made to the proper authorities.

- (b) If it be shown to the commission that such requirements are being furnished in such manner that there is reasonable ground for believing that the life, health, or recovery of the employee is endangered thereby, the commission may order a change in the physician, surgeon, hospital or other requirement.
- (c) All fees and charges under this section shall be fair and reasonable, shall be subject to regulation by the commission, and shall be limited to such as are fair and reasonable for similar treatment of injured persons of a like standard of living. The commission shall also have jurisdiction to hear and determine all disputes as to such charges.
- (d) No compensation shall be payable for the death or disability of an employee, if and in so far as the same may be caused, continued or aggravated by an unreasonable refusal to submit to any medical or surgical treatment or operation, the risk of which is, in the opinion of the commission, inconsiderable in view of the seriousness of the injury. If the employee dies as a result of an operation made necessary by the injury, such death shall be deemed to be caused by the injury.
- (e) The testimony of any physician who treated the employee shall be admissable in evidence in any proceedings for compensation under this act.
- (f) Every hospital or other person furnishing the employee with medical aid shall permit its record to be copied by and shall furnish full information to the commission, the employer, the employee or his dependents and any other party to any proceedings for compensation under this act, and certified copies of such records shall be admissible in evidence in any such proceedings.
- Sec. 14. (a) Except as provided in section 13, no compensation shall be payable for the first three days or less of disability unless the disability shall last longer than four weeks.
- (b) Compensation shall be payable as the wages were paid prior to the injury, but in any event at least once every two weeks. Each installment shall bear interest at the rate of six per cent per annum from date when due until paid. Compensation shall be payable on the basis of 66 2/3 per cent of the average earnings of the employee computed in accordance with the rules given in section 22 of this act, but in no case shall the compensation exceed twenty dollars a week.
- (c) The employer shall be entitled to credit for wages paid the employee after the injury, and for any sum paid to or for the employee or his dependents on account of the injury except for liability under section 13.

Sec. 15. For temporary total disability the employer shall pay compensation for not more than four hundred weeks during the continuance of such disability, but not less than six dollars nor more than twenty dollars a week with full wages if the average earnings amount to less than six dollars a week.

Sec. 16. For temporary partial disability compensation shall be paid during such disability but not for more than one hundred weeks, and shall be 66 2/3 per cent of the difference between the average earnings prior to the accident and the amount which the employee, in the exercise of reasonable diligence, will be able to earn during the disability, to be determined in view of the nature and extent of the injury and the ability of the employee to compete in an open labor market, not to exceed, however, twenty dollars per week.

Sec. 17. (a) For permanent partial disability, in lieu of all other compensation, except that provided under section 13 of this act, the employer shall pay to the employee 66 2/3 per cent of his average earnings as computed in accordance with section 22, but not less than six dollars nor more than twenty dollars per week, for the periods hereinafter provided:

	Nature of injury.	Veeks
1	Loss of major arm at shoulder	
2	Loss of minor arm at shoulder	
3	Loss of major arm between shoulder and elbow	
4	Loss of minor arm between shoulder and elbow	
5	Loss of major arm at elbow joint	
6	Loss of minor arm at elbow joint	
7	Loss of major arm between elbow and wrist	
8	Loss of minor arm between elbow and wrist	
9	Loss of major hand at the wrist joint	
10	Loss of minor hand at the wrist joint	
11	Loss of thumb of major hand at proximal joint	
12	Loss of thumb of minor hand at proximal joint	
13	Loss of thumb of major hand at distal joint	
14	Loss of thumb of minor hand at distal joint	. 34
15	Loss of index finger at proximal joint, major hand	. 45
16	Loss of index finger at proximal joint, minor hand	. 40
17	Loss of index finger at second joint, major hand	. 35
18	Loss of index finger at second joint, minor hand	30
19	Loss of index finger at distal joint, major hand	. 30
20	Loss of index finger at distal joint, minor hand	26
21	Loss of either the middle or ring finger at the proximal joint, major	or
	hand	. 35
22	Loss of either the middle or ring finger at the proximal joint, mind	or
	hand	30
23	Loss of either the middle or ring finger at second joint, major han	id 30
24	Loss of either the middle or ring finger at second joint, minor han	id 26

25	Loss of either the middle or ring finger at the distal joint, major hand	26
26	Loss of either the middle or ring finger at the distal joint, minor hand	24
27	Loss of little finger at proximal joint, major hand	22
28	Loss of little finger at proximal joint, minor hand	16
29	Loss of little finger at second joint, major hand	20
30	Loss of little finger at second joint, minor hand	16
31	Loss of little finger at distal joint, major hand	16
32	Loss of little finger at distal joint, minor hand	13
33	Loss of one leg at the hip joint or so near thereto as to preclude the	
	use of artificial limb	207
34	Loss of one leg at or above the knee, where the stump remains suf-	
	ficient to permit the use of artificial limb	160
35	Loss of one leg at or above ankle and below knee joint	
36	Loss of one foot, in tarsus	150
37	Loss of one foot, in metatarsus	110
38	Loss of great toe of one foot at proximal joint	40
39	Loss of great toe of one foot at distal joint	22
40	Loss of any other toe at proximal joint	14
41	Loss of any other toe at second joint	10
42	Loss of any other toe at distal joint	8
43	Complete loss of one eye	118
44	Complete loss of the sight of one eye	108
45	Complete deafness of both ears	168
46	Complete deafness of one ear, the other being normal	44

For permanent injuries other than those above specified, the said compensation shall be paid for such periods as are proportionate to the relation which the other injury bears to the injuries above specified, but no such period shall exceed four hundred weeks. Such other injuries shall include permanent injuries causing a loss of earning power. The total, permanent loss of the use of an arm, hand, thumb, finger, leg, foot, toe or phalange shall be considered as the equivalent of the loss by separation, of the arm, hand, thumb, finger, leg, foot, toe or phalange and compensation shall be paid for the same period as for the loss thereof by separation. For the permanent partial loss of the use of an arm, hand, thumb, finger, leg, foot, toe or phalange compensation shall be paid for the proportionate loss of the use of such arm, hand, thumb, finger, leg, foot, toe or phalange. If an employee be seriously mutilated or permanently disfigured about the face or head, the commission may allow such additional sum for the compensation on account thereof, as it may deem just, based upon the handicap suffered by the injured employee in obtaining employment, but such sum shall not exceed \$1,000.00.

(b) In all claims for compensation for hernia resulting from injury arising out of and in the course of the employment, it must be definitely proved to the satisfaction of the commission: First, that there was an accident resulting in hernia; second, that the hernia appeared suddenly, accompanied by intense pain; third, that the hernia immediately followed the accident; fourth, that the hernia did not exist in any degree prior to the accident resulting in the injury for which compensation is claimed.

- Sec. 18. (a) For permanent total disability compensation shall be paid on the basis of 66 2/3 per cent of the average annual earnings during three hundred (300) weeks, and thereafter on the basis of 25 per cent of the average annual earnings, for life, but not less than six dollars nor more than twenty dollars a week.
- (b) When caused by the accident the loss of both eyes or the sight thereof, the loss of both hands or the use thereof, an injury resulting in practically total and permanent paralysis or an injury resulting in incurable imbecility or insanity, shall be conclusively presumed to be permanent total disabilities, and in all other cases permanent total disability shall be determined in accordance with the facts.
- Sec. 19. (a) All cases of permanent disability where there has been a previous disability shall be compensated on the basis of the average annual earnings at the time of the last injury. If the condition resulting from the last injury is a permanent partial disability, there shall be deducted from the resulting condition the previous disability as it exists at the time of the last injury, and compensation shall be paid for the difference. If the resulting condition be a permanent total disability, the compensation therefor shall be two-thirds of that for permanent total disability in other cases.
- (b) If more than one injury in the same employment causes concurrent temporary disabilities, compensation shall be payable only for the longest and largest paying disability.
- (c) If more than one injury in the same employment causes concurrent and consecutive permanent disability, compensation payments for each subsequent disability shall not begin until the end of the compensation period of the prior disability.
- Sec. 20. The death of the injured employee shall not affect the liability of the employer to furnish compensation as in this act provided, so far as such liability has accrued and become payable at the time of the death, and any accrued and unpaid compensation due the employee shall be paid to his dependents without administration, or if there be no dependents, to his personal representative or other persons entitled thereto, but such death shall be deemed to be the termination of the disability. Where an employee is entitled to compensation under this act for an injury received and death ensues from any cause not resulting from the injury for which he was entitled to compensation, payments of the unpaid unaccrued balance for such injury shall cease and all liability therefor shall terminate unless there be surviving dependents at the time of such death.
- Sec. 21. If the injury causes death, either with or without disability, the compensation therefor shall be as provided in this section.
- (a) In all cases the employer shall pay direct to the persons furnishing the same the reasonable expense of the burial of the deceased employee not exceeding one hundred and fifty dollars, and, if not covered by the provisions of section 13, the reasonable expense of his last sickness not exceeding two hundred and fifty dollars. But no person shall be entitled to compensation

for the burial expenses of a deceased employee unless he shall have furnished the same by authority of the widow or widower, the nearest relative of the deceased employee in the county of his death, his personal representative, or the employer, who shall have the right to give such authority in the order named. All fees and charges under this section shall be fair and reasonable, shall be subject to regulation by the commission and shall be limited to such as are fair and reasonable for similar service to persons of a like standard of living. The commission shall also have jurisdiction to hear and determine all disputes as to such charges. If the deceased employee leaves no dependents the death benefit in this subsection provided shall be the limit of the liability of the employer under this act on account of such death.

- (b) The employer shall also pay to the total dependents of the employee a single total death benefit, the amount of which shall be determined in the following manner to-wit: There shall first be determined as a basis for computation 66 2/3 per cent of the employee's average weekly earnings during the year immediately preceding the injury as provided in section 22 and such amount shall then be multiplied by three hundred and the amount so determined shall be the amount of such death benefit. The death benefit provided for shall be payable in installments in the same manner that compensation is required to be paid under this act, but in no case less than at the rate of six dollars per week nor more than twenty dollars per week. There shall, however, be deducted from such death benefit any compensation which may have been paid to the employee during his lifetime for the injury resulting in his death. If there be a total dependent or total dependents as the case may be, no death benefit shall be payable to partial dependents, or any other persons except as provided in paragraph (a) of this section.
- (c) If there be partial dependents, and no total dependents, a part of the death benefit herein provided in the case of total dependents, determined by the proportion of his contributions to all partial dependents by the employee at the time of the injury, shall be paid by the employer to each of such dependents proportionately.
- (d) The word "dependent" as used in this act shall be construed to mean a relative by blood or marriage of a deceased employee, who is actually dependent for support, in whole or in part, upon his wages at the time of the injury. The following persons shall be conclusively presumed to be totally dependent for support upon a deceased employee in the following order and any death benefit shall be payable in the following order, to-wit:
- 1. A wife upon a husband legally liable for her support, and a husband mentally or physically incapacitated from wage earning upon a wife. Provided that on the death or remarriage of a widow, the death benefit shall cease unless there be other dependents entitled to any unpaid remainder of such death benefit under this act.

- 2. A natural, posthumous, or adopted child or children, whether legitimate or illegitimate, under the age of eighteen years, or over that age if physically or mentally incapacitated from wage earning, upon the parent with whom he is living at the time of the death of such parent, there being no surviving dependent parent or step-parent. In case there is more than one child thus dependent, the death benefit shall be divided among them in such proportion as may be determined by the commission after considering their ages and other facts bearing on such dependency. In all other cases questions of total or partial dependency shall be determined in accordance with the facts at the time of the injury, and in such other cases, if there is more than one person wholly dependent the death benefit shall be divided equally among them.
- (e) All death benefits provided for in this act shall be paid in installments in the same manner as provided for disability compensation.
- (f) Every employer shall keep a record of the correct names and addresses of the dependents of each of his employees, and upon the death of an employee by accident arising out of and in the course of his employment, shall so far as possible immediately furnish the commission with said names and addresses.
- Sec. 22. The basis for computing the compensation provided for in this act shall be as follows:
- (a) The compensation shall be computed on the basis of the annual earnings which the injured person received as salary, wages, or earnings if in the employment of the same employer continuously during the year next preceding the injury.
- (b) Employment by the same employer shall be taken to mean employment by the same employer in the grade in which the employee was employed at the time of the accident uninterrupted by absence from work due to illness or any other unavoidable cause.
- (c) If the injured person has not been engaged in the employment of the same employer for the full year immediately preceding the accident, the compensation shall be computed according to the annual earnings which persons of the same class in the same employment and same location (or, if that be impracticable, of neighboring employments of the same kind) have earned during such period.
- (d) As to employees in employments in which it is the custom to operate throughout the working days of the year, the annual earnings, if not otherwise determinable, shall be regarded as 300 times the average daily earnings in such computation.
- (e) As to employees in employments in which it is the custom to operate for a part of the whole number of working days in each year, such number, if the annual earnings are not otherwise determinable, shall be used instead of 300 as a basis for computing the annual earnings: Provided, the minimum number of days which shall be so used for the basis of the year's work shall be not less than 200.

- (f) In the case of injured employees who earn either no wage or less than the earnings of adult day laborers in the line of employment in that locality, the yearly wage shall be reckoned according to the average annual earnings of adults of the same class in the same (or if that is impracticable then of neighboring) employments.
- (g) In computing the annual earnings there shall be included the reasonable value of board, rent, housing, lodging and fuel received from the employer as a part of the remuneration of the employee and which can be estimated in money, and the value of gratuities customarily received by consent of the employer, in the usual course of business from persons other than the employer, but there shall not be included the wages of helpers or any sums which the employer paid to the employee to cover any special expenses entailed on him by the nature of the employment.
- (h) In computing the compensation to be paid to any employee, who, before the accident for which he claims compensation, was disabled and drawing compensation under the terms of this act, the compensation for each subsequent injury shall be apportioned according to the proportion of incapacity and disability caused by the respective injuries which he may have suffered.
- (i) To determine the amount of compensation for each installment period, the amount per annum shall be ascertained pursuant hereto, and such amount divided by the number of installment periods per annum.
- (j) In computing the compensation to be paid to any minor, the increased earning power of such minor until he attains the age of twenty-one years shall be taken into consideration and in all cases in which it is found by the commission that the employer knowingly employed a minor in violation of the child labor law of this state, fifty per cent additional compensation shall be allowed.
- Sec. 23. The compensation payable under this act, whether or not it has been awarded or is due, shall not be assignable, shall be exempt from attachment, garnishment, and execution, shall not be subject to set-off or counterclaim, or be in any way liable for any debt and in case of the insolvency of an employer or his insurer, or the levy of an attachment or an execution against an employer or insurer shall be entitled to the same preference and priority as claims for wages, without limit as to time or amount, save that if written notice is given to the commission of the nature and extent thereof, the commission may allow as lien on the compensation, reasonable attorney's fees for services in connection with the proceedings for compensation if such services are found to be necessary and may order the amount thereof paid to the attorney in a lump sum or in installments. All attorney's fees for services in connection with this act shall be subject to regulation by the commission and shall be limited to such charges as are fair and reasonable and the commission shall have jurisdiction to hear and determine all disputes concerning the same.

Sec. 24. No savings or insurance of the injured employee, nor any benefit derived from any other source than the employer or the employer's insurer for liability under this act, shall be considered in determining the compensation due hereunder.

Sec. 25. Every employer electing to accept the provisions of this act, shall insure his entire liability thereunder except as hereafter provided, with some insurance carrier authorized to insure such liability in this state, except that an employer may himself carry the whole or any part of such liability without insurance upon satisfying the commission of his ability so to do. If the employer fail to comply with this section, an injured employee or his dependents may elect after the injury to recover from the employer as though he had rejected this act, or to recover under this act with the compensation payments commuted and immediately payable. If the employer be carrying his own insurance, on the application of any person entitled to compensation and on proof of default in the payment of any installment, the commission shall require the employer to furnish security for the payment of the compensation, and if not given, all other compensation shall be commuted and become immediately payable. Provided that employers engaged in the mining business shall be required to insure only their liability hereunder to the extent of the equivalent of the maximum liability under this act for ten deaths in any one accident, but such employer may carry his own risk for any excess liability.

Sec. 26. No part of the cost of such insurance shall be assessed against, collected from or paid by any employee.

Sec. 27. If the employer be not insured his liability hereunder shall be primary and direct. If he is insured, his liability shall be secondary and indirect, and his insurer shall be primarily and directly liable hereunder to the injured employee, his dependents or other persons entitled to rights hereunder. On the request of the commission and at every hearing the employer shall produce and furnish it with a copy of his policy of insurance, and on demand the employer shall furnish the injured employee, or his dependents, with the correct name and address of his insurer, and his failure to do so shall be prima facie evidence of his failure to insure, but such presumption shall be conclusively rebutted by an entry of appearance of his insurer. Both the employer and his insurer shall be parties to all agreements or awards of compensation, but the same shall not be enforceable against the employer, except on motion and proof of default by the insurer. Service on the employer shall be sufficient to give the commission jurisdiction over the person of both the employer and his insurer, and the appearance of the employer in any proceeding shall also constitute the appearance of his insurer, provided that after appearance by an insurer, such insurer shall be entitled to notice of all proceedings hereunder.

Sec. 28. Every policy of insurance against liability under this act shall be in accordance with the provisions of this act and shall be in a form approved by the superintendent of the insurance department. Such policy shall contain an agreement that the insurer accepts all of the pro-

visions of this act, that the same may be enforced by any person entitled to any rights under this act as well as by the employer, that the insurer shall be a party to all agreements or proceedings under this act, and his appearance may be entered therein and jurisdiction over his person may be obtained as in this act provided, and such covenants shall be enforceable notwithstanding any default of the employer.

Sec. 29. All charges for insurance against liability under this act and against the liability of employers rejecting this act, shall be fair, reasonable and adequate with due allowances for merit rating. Every insurance carrier or group of carriers authorized to insure against liability under this act, shall within thirty days after this section becomes effective, file with the superintendent of the insurance department its classification of risks and premium rates relating thereto with its system of schedule rating (or merit rating so-called), if any. The superintendent then shall hold a hearing to determine upon a uniform classification of risks and premium rates relating thereto, and in his discretion a uniform system of schedule rating (or merit rating so-called). Within sixty days after this section becomes effective, the superintendent shall approve or issue as fair, reasonable and adequate for all insurance carriers or groups of carriers, authorized by law to transact liability or compensation insurance business in this state, a uniform classification of risks and premium rates relating thereto, and may in his discretion approve or issue a system of schedule rating (or merit rating socalled) which shall be a uniform system of schedule rating (or merit rating so-called) for all such insurance carriers. The superintendent may subsequently approve or issue a uniform system of schedule rating (or merit rating so-called) for all insurance carriers, or may modify or change any such system previously approved or issued after holding a hearing to determine its effect upon the fairness, reasonableness, adequacy or unfairness, unreasonableness or inadequacy of rates and may approve or issue additional uniform rates and classifications or uniform changes in rates or classifications after holding a hearing to determine upon the fairness, reasonableness, adequacy or unfairness, unreasonableness or inadequacy of such additions or changes. No insurance carrier or group of carriers shall issue, renew or carry insurance for employers or employees as provided in this section at premium rates which are less than the rates approved or issued by the superintendent for all insurance carriers or groups of carriers as fair, reasonable and adequate for the risk to which they respectively apply; provided, however, that if the superintendent shall have previously approved or issued a uniform system of schedule rating (or merit rating so-called) insurance carriers may apply the same to any risks subject thereto, but basic rates no less than the rates previously approved or issued by the superintendent, and any additions thereto or reductions therefrom on account of the application of such system of schedule rating (or merit rating so-called) shall be clearly set forth in the insurance contracts of\* endorsements attached thereto; and provided, however, that nothing con-

<sup>\*</sup> So in certified copy. Probably meant to be "or".

tained in this section shall affect the right of any insurance carrier or carriers to issue participating policies or to pay savings or dividends actually earned or saved; and provided further, that the provisions of this section as to rates and classifications shall not apply to employers who provide among themselves insurance or indemnity against liability under this act, on the reciprocal, inter-insurance or mutual plan, except that the classification shall be approved by the superintendent of insurance and that the rates for such insurance or indemnity shall not be less than the rates approved by the superintendent of insurance as sufficient to provide for the payment of the compensation provided by this act.

Sec. 30. No insurance carrier shall write any insurance against liability hereunder unless it maintains such reserves as are required by law, or in the absence thereof such reserves as may be required by the superintendent of the insurance department the power to require and regulate which is hereby vested in said superintendent:

Sec. 31. Every insurance carrier writing insurance for liability hereunder, or the liability of employers rejecting this act, shall report to the superintendent of the insurance department, in accordance with such rules as he may adopt, such information as he may at any time require for the purpose of determining the solvency of carrier or the fairness, reasonableness and adequacy of its rates, and for such purposes the superintendent may inspect the books and records of such carriers and examine its officers, agents and servants under oath.

Sec. 32. For any violation of the provisions of this act the superintendent of the insurance department may suspend or revoke the authority of any insurance carrier to do business in this state. If any insurance carrier fails or delays to pay any compensation finally determined to be due, the superintendent shall hear the complaint, and if such failure is without reasonable excuse he may revoke or suspend the authority of such carrier to do business in this state, and in a proper case may apply for the appointment of a receiver for such carrier.

Sec. 33. Any employer or group of employers may enter into or continue any agreement with his or their employees to provide a system of compensation benefits or insurance in lieu of the compensation and insurance provided by this act. Such substitute system and insurance shall be subject to the approval of the superintendent of the insurance department and shall not be approved by him unless they confer benefits upon injured employees or their dependents at least equivalent to the benefits provided by this act, nor if they require contributions from employees, unless they confer benefits in addition to those provided under this act at least commensurate with such contribution. Appeals shall lie to the commission from any decision, award or order made by or under such substitute system. Such substitute system and insurance may be terminated by the superintendent of the insurance department on reasonable notice and hearing to the interested parties, if it shall appear that the same is not fairly administered, or if its opera-

tion shall disclose latent defects threatening its solvency or if for any other substantial reason it fails to accomplish the purposes of this act; and in this case the superintendent of the insurance department shall determine upon the proper distribution of all remaining assets, if any, subject to the right of any party in interest to have such action reviewed by a court of competent jurisdiction.

Sec. 34. Every employer in this state, whether he has accepted or rejected the provisions of this act, shall within ten days after knowledge of an accident resulting in personal injury to an employee, notify the commission thereof, and shall, within one month, file with the commission under such rules and regulations and in such form and detail as the commission may require, a full and complete report of every injury or death to any employee for which the employer would be liable to furnish medical aid or compensation hereinunder had he accepted this act, and every such employer shall also furnish the commission with such supplemental reports in regard thereto as the commission shall require. Every such employer and his insurer, and every injured employee, his dependents and every person entitled to any rights hereunder, and every other person, receiving from the commission any blank reports with direction to fill out the same shall cause the same to be promptly returned to the commission properly filled out and signed so as to answer fully and correctly to the best of his knowledge each question propounded therein and a good and sufficient reason shall be given for failure to answer any question. No information obtained under the provisions of this section shall be disclosed to persons other than the parties to compensation proceedings and their attorneys, save by order of the commission, or at a hearing or compensation proceeding, but such information may be used by the commission for statistical purposes. Every person who violates any of the provisions of this section, or who knowingly makes a false report or statement in writing to the commission, shall be deemed guilty of a misdemeanor and on conviction thereof shall be punished by a fine of not less than fifty nor more than five hundred dollars, or by imprisionment in the county jail for not less than one week nor more than one year, or by both such fine and imprisionment.

Sec. 35. Nothing in this act shall be construed as preventing the parties to claims hereunder from entering into voluntary agreements in settlement thereof, but no agreement by an employee or his dependents to waive his rights under this act shall be valid, nor shall any agreement of settlement or compromise of any dispute or claim for compensation under this act be valid until approved by the commission, nor shall the commission approve any settlement which is not in accordance with the rights of the parties as given in this act. No such agreement shall be valid unless made after seven days from the date of the injury or death.

Sec. 36. Upon receipt of notice of any accident the commission shall forward to the employer and to the employee or his dependents a form of agreement to pay and accept compensation, providing for payment of compensation in accordance with the provisions of this act, which agreement shall be promptly executed by both parties and returned to the commission,

and if in any case the employer disputes the claim for compensation and for that reason refuses to execute the agreement to pay compensation, the commission shall assist the person who claims to be entitled thereto, in filing his claim and securing an early adjudication thereof; and where such agreements to pay and receive compensation are executed and filed it shall be the duty of the commission, in case payments thereunder are not promptly made, to provide prompt measures for the payment of such compensation and for hearing disputes with reference thereto. If the parties agree, they shall file with the commission a report of the facts and their agreement, and if the agreement is approved by the commission it shall make an award of compensation thereon in accordance therewith.

Sec. 37. Every employer, his director, officer or agent, who discharges or in any way discriminates against an employee for exercising any of his rights under this act, shall be deemed guilty of misdemeanor, and on conviction thereof shall be punished by a fine of not less than fifty nor more than five hundred dollars, or by imprisonment in the county jail for not less than one week nor more than one year, or both such fine and imprisonment.

Sec. 38. No proceedings for compensation under this act shall be maintained unless written notice of the time, place and nature of the injury, and the name and address of the person injured, shall have been given to the employer as soon as practicable after the happening thereof but not later than thirty days after the accident, unless the commission shall find that there was good cause for failure to give such notice, or that the employer was not prejudiced by failure to receive such notice. No defect or inaccuracy in such notice shall invalidate the same unless the commission shall find that the employer was in fact misled and prejudiced thereby.

Sec. 39. No proceedings for compensation under this act shall be maintained unless a claim therefor be filed with the commission within six months after the injury or death, or in case payments have been made on account of the injury or death, within six months from the date of the last payment. In all other respects such limitations shall be governed by the law of civil actions other than for the recovery of real property, but the appointment of a guardian shall be deemed the termination of legal disability from minority or insanity.

Sec. 40. If the employer and the injured employee or his dependents fail to reach an agreement in regard to compensation under this act, or if they have reached such an agreement which has been signed and filed with the commission and compensation has been paid or is due in accordance therewith, and the parties thereto then disagree as to the continuance of any weekly payment under such agreement, either party may make an application to the commission for a hearing in regard to the matters at issue and for a ruling thereon. Immediately after such application has been received the commission shall set the date for a hearing, which shall be held as soon as practicable, and shall notify the parties at issue of the time and place of such hearing.

- Sec. 41. The commission or any of its members shall hear in a summary proceeding the parties at issue and their representatives and witnesses and shall determine the dispute. All evidence introduced at any such hearings shall be reported by a competent stenographer appointed by the commission. The award, together with a statement of the findings of fact, rulings of law and any other matters pertinent to the question at issue, shall be filed with the record of proceedings, and a copy of the award shall immediately be sent by registered United States mail to the parties in dispute and the employer's insurer.
- Sec. 42. Upon its own motion or upon the application of any party in interest on the ground of a change in condition, the commission may at any time upon a rehearing after due notice to the parties interested review any award and on such review may make an award ending, diminishing or increasing the compensation previously awarded, subject to the maximum or minimum provided in this act, and shall immediately send to the parties and the employer's insurer a copy of the award. No such review shall affect such award as regards any moneys paid.
- Sec. 43. If an application for review is made to the commission within ten days from the date of the award, the full commission, if the first hearing was not held before the full commission, shall review the evidence, or, if deemed advisable, as soon as practicable hear the parties at issue, their representatives and witnesses and shall make an award and file same in like manner as specified in the foregoing section.
- Sec. 44. The final award of the commission shall be conclusive and binding unless either party to the dispute shall within thirty days from the date of the final award appeal to the circuit court of the county in which the accident occurred, or if the accident occurred outside of this state, then in the county where the contract of employment was made. Such appeal may be taken by filing notice of appeal with the commission, whereupon the commission shall under its certificate return to the court all documents and papers on file in the matter, together with a transcript of the evidence, the findings and award, which shall thereupon become the record of the cause. Upon appeal no additional evidence shall be heard and in the absence of fraud, the findings of fact made by the commission within its powers shall be conclusive and binding. The court, on appeal, shall review only questions of law and may modify, reverse, remand for re-hearing, or set aside the award upon any of the following grounds and no other:
  - 1. That the commission acted without or in excess of its powers.
  - 2. That the award was procured by fraud.
  - 3. That the facts found by the commission do not support the award.
- 4. That there was not sufficient competent evidence in the record to warrant the making of the award.

Appeal from the circuit court shall be allowed the same as in civil actions and all appeals to the circuit and appellate courts shall have precedence over all other cases except elction contests. In all appeals from the commission or circuit court the costs thereof shall be assessed against the losing party as provided by law in civil cases.

- Sec. 45. Any party in interest may file in the circuit court of the county in which the accident occurred, a certified copy of a memorandum of agreement approved by the commission or of an order or decision of the commission, or of an award of the commission unappealed from, whereupon said court shall render judgment in accordance therewith and notify the parties. Such judgment shall have the same effect and all proceedings in relation thereto shall thereafter be the same as though said judgment were a final judgment which had been rendered in a suit duly heard and determined by said court. Any such judgment of said circuit court unappealed from or affirmed on appeal or modified in obedience to the mandate of the appellate court, whenever modified on account of a changed condition under section 42, shall be modified to conform to any decision of the commission, ending, diminishing or increasing any weekly payment under the provisions of section 42 of this act upon the presentation to it of a certified copy of such decision.
- Sec. 46. In any case a temporary or partial award of compensation may be made, and the same may be modified from time to time to meet the needs of the case, and the same may be kept open until a final award can be made, and if the same be not complied with, the amount thereof may be doubled in the final award, if the final award shall be in accordance with the temporary or partial award.
- Sec. 47. Any notice required under this act shall be deemed to have been properly given and served when sent by registered mail properly stamped and addressed to the person to whom given, at his last known address in time to reach him in due time to act thereon. Notice may also be given and served in like manner as summons in civil actions.
- Sec. 48. The compensation herein provided may be commuted by said commission and redeemed by the payment in whole or in part, by the employer, of a lump sum which shall be fixed by the commission, which sum shall be equal to the commutable value of the future installments which may be due under this act, taking account of life contingencies, such payment to be commuted at its present value upon the basis of interest calculated at four per centum with annual rests, upon application of either party, with due notice to the other, if it appears that such commutation will be for the best interest of the employee or the dependents of the deceased employee, or that it will avoid undue expense or undue hardship to either party, or that such employee or dependent has removed or is about to remove from the United States or that the employer has sold or otherwise disposed of the greater part of his business or assets. In determining whether the commutation asked for will be for the best interest of the employee or the dependents of the deceased employee, or so that it will avoid undue expense or undue hardship

to either party, the commission will constantly bear in mind that it is the intention of this act that the compensation payments are in lieu of wages and are to be received by the injured employee or his dependents in the same manner in which wages are ordinarily paid. Therefore, commutation is a departure from the normal method of payment and is to be allowed only when it clearly appears that some unusual circumstances warrant such a departure.

- Sec. 49. On notice to the other parties the commission or court may permit the employer to be discharged from further liability under any agreement, award or judgment for compensation by furnishing to the person entitled thereto an annuity or other obligation, approved by the commission or court, by which payment is assumed by some responsible person, or by depositing the commutable value thereof with the commission to be disbursed to the persons entitled thereto in such manner as the commission shall determine.
- Sec. 50. (a) After an employee has received an injury he shall from time to time thereafter during disability submit to reasonable medical examination at the request of the employer, his insurer, the commission or any of its commissioners, the time and place of which shall be fixed with due regard to the convenience of the employee and his physical condition and ability to attend. The employee may have his own physician present, and if the employee refuses to submit to such examination, or in any way obstructs the same, his right to compensation shall be forfeited during such period, unless in the opinion of the commission the circumstances justify the refusal or obstruction.
- (b) The commission or any of its commissioners may appoint a duly qualified impartial physician to examine the injured employee and to report, his fees and traveling expense, for which shall be fixed and allowed by the commission and paid as other costs under this act. If all the parties shall have had reasonable access thereto, the report of such physician shall be admissable in evidence.
- (c) The testimony of any physician who examined the employee shall be admissable in evidence in any proceedings for compensation under this act.
- (d) Certified copies of the proceedings before any coroner holding an inquest over the body of any employee receiving an injury in the course of his employment resulting in death, shall be admissible in evidence in any proceedings for compensation under this act, and it shall be the duty of the coroner to give notice of such inquest to the employer and the dependents of the deceased employee, who shall have the right to cross-examine the witness.
- (e) The commission may in its discretion in extraordinary cases order a post mortem examination and for that purpose may also order a body exhumed.

Sec. 51. All proceedings before the commission or any commissioner shall be simple, informal and summary, and without regard to the technical rules of evidence, and no defect or irregularity therein shall invalidate the same. Except as herein otherwise provided, all such proceedings shall be according to such rules and regulations as may be adopted by the commission.

Sec. 52. The commission, or any commissioner, shall have power to issue process, subpoena witnesses, administer oaths, examine books and papers, and require the production thereof, and to cause the deposition of any witness to be taken and the costs thereof paid as other costs under this act. Any party shall be entitled to process to compel the attendance of witnesses and the production of books and papers, and at his own cost to take and use depositions in like manner as in civil cases in the circuit court. Subpoena shall extend to all parts of the state, and may be served as in civil actions in the circuit court, but the costs of such service shall be as in other civil actions. Each witness shall receive the fees and mileage prescribed by law in civil cases, but the same shall not be allowed as costs to the party in whose behalf the witness was summoned unless the persons before whom the hearing is had shall certify that the testimony of such witness was necessary. All costs under this act shall be approved by the commission and paid out of the state treasury from the fund for the suport of the Missouri workmen's compensation commission; provided, however, that if the commission shall determine that any proceedings before it or any of its members, have been brought, prosecuted or defended without reasonable ground, it may assess the whole cost of the proceedings upon the party who so brought, prosecuted or defended them. The commission may permit a claimant to prosecute a claim as a poor person as provided by law in civil cases.

Sec. 53. If any person subpoenaed to appear at any hearing or proceeding, fails to obey the command of such subpoena without reasonable cause, or if any person in attendance at any hearing or proceeding shall without reasonable cause, refuse to be sworn, or to be examined, or to answer a question, or to produce a book or paper or to subscribe or swear to his deposition, he shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by a fine of not more than five hundred dollars, or by imprisonment in the county jail for not more than one year, or by both such fine and imprisonment, and may be prosecuted therefor in any court of competent jurisdiction, and in case of a continuing violation, each day's continuance thereof shall be, and deemed to be, a separate and distinct offense.

Sec. 54. If any party shall die pending any proceedings under this act, the same shall not abate, but on notice to the parties may be revived and proceed in favor of the successor to the rights or against the personal representative of the party liable, in like manner as in civil actions.

Sec. 55. Any person who shall make, or conspire with, aid, or abet another to make, any false or fraudulent claim to compensation or other benefits under this act, and any person who shall by fraud, deceit or misrepresentation, receive, make or cause to be made, or conspire with, aid or abet another to receive, make or cause to be made, any payment of compensation under this act to which the recipient is not lawfully entitled, and any person who shall by fraud, deceit or misrepresentation and with intent to defraud, cause or procure, or conspire with, aid or abet another in causing or procuring any person entitled to any benefits under this act to fail to make claim therefor or to accept in payment thereof less than is due under this act, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be punished by a fine of not less than fifty nor more than five hundred dollars, or by imprisonment in the county jail for not less than one week nor more than one year, or by both such fine and imprisonment.

Sec. 56. There is hereby created the Missouri workmen's compensation commission consisting of three members, one of whom shall be learned in the law to be appointed by the governor, by and with the advice and consent of the senate, and the commission shall organize by electing one of their members as chairman. The term of office of each commissioner shall be six years, except that when first constituted one member of the commission shall be appointed for two years, one for four years and one for six years, and thereafter all vacancies shall be filled as they occur. The terms of office of the first commissioners shall begin on the date of their appointment, which shall be immediately after the adjournment of the general assembly. At least one member of the commission shall be appointed from each of the two dominant political parties, and at least one member of said commission shall be a person who on account of his previous vocation, employment or affiliation, shall be classified as a representative of ememployers, and at least one member of said commission shall be a person who, on account of his previous vocation, employment or affiliation shall be classified as a representative of employees. Such commissioners may be removed in like manner as is provided by law for members of the public service commission. Vacancies shall be filled by the governor for the unexpired term, and during any vacancy the remaining members shall exercise all of the powers of the commission. The annual salary of each commissioner shall be four thousand five hundred dollars.

Sec. 57. Each commissioner and each person appointed to office or employment by the commission shall, before entering upon his duties, take and subscribe to an oath or affirmation to support the Constitution of the United States, and of this state, and to faithfully and honestly discharge the duties of such office or employment. Each commissioner and each person appointed to office by the commission shall give his whole time to his duties, nor shall he serve on any committee of any political party. Each com-

missioner shall before entering upon his duties give bond to the state of Missouri in the sum of fifty thousand dollars conditioned that he will faithfully perform the duties of his office, and if a surety company bond be given, the premium therefor shall be paid by the state as other expenses under this act.

Sec. 58. The commission may sue and be sued in its official name and shall have a seal bearing the inscription "Missouri workmen's compensation commission." The seal shall be affixed to all writs and authentication of copies of records, papers on file, and to such other instruments as the commission shall direct, and all courts shall take judicial notice of such seal. Copies of the records and proceedings of the commission, and of all papers on file in its office, certified under the said seal, shall be evidence in all courts of the state.

Sec. 59. The commission shall appoint and prescribe the duties of a secretary whose salary shall be \$3,600 per annum, and he shall hold office at the pleasure of the commission. The commission may appoint or employ only such persons as may be necessary to the proper administration of this act at salaries to be fixed by the commission and approved by the governor; provided, however, that such salaries shall in no case exceed \$100 per month to any stenographer, \$100 per month to any clerical employee or \$150 per month to any other employee or assistant. The commission may also appoint a medical adviser whose salary shall be fixed by the commission, but not exceed \$4,000 per annum. The commission may also appoint to hear any case any circuit judge who shall act in vacation or term time, and without compensation therefor.

Sec. 60. It shall be the duty of the attorney-general to furnish the commission with such legal services as it may require, and to appear on its behalf in all actions or proceedings to which it may be a party.

Sec. 61. The commission shall prepare and furnish free of charge blank forms of all notices, claims, reports, proofs, and other blank forms and literature which it may deem proper and requisite to the efficient administration of this act. It may also authorize the publication and distribution of such blanks by employers and other persons.

Sec. 62. The commission shall be provided with offices at the state capitol, in St. Louis and Kansas City, in which offices its records shall be kept, but its permanent records shall be kept in Jefferson City. The commission shall also be provided with the necessary office furniture, books, stationery and other supplies. Paper and stationery shall be furnished and printing done for the commission as provided by chapter 89, R. S. Mo. 1919. The commissioners and each of their appointees and employees shall have reimbursed to them their actual traveling expenses and disbursements in the

of residence, but the same shall not be paid until verified by the affidavit of the person who incurred them and approved by the commission. All salaries, expenses and costs under this act shall be paid monthly out of the state treasury from the fund for the support of the Missouri workmen's compensation commission.

- (a) Unless the parties otherwise agree, all original hearings shall be held in the county or city where the accident occurred, at such place or places therein as may be determined by the commission, or if the accident occurred outside of the state, then the hearing shall be held in the county where the contract of employment was made.
- (b) Hearings before the full commission on review may be held at such place or places as the commission may determine, having due regard for the convenience of the parties.
- Sec. 63. The commission and its members shall have such powers as may be necessary to carry out all the provisions of this act, and it may make such rules and regulations as may be necessary for any such purpose.
- Sec. 64. The commission shall charge and collect the following fees, to be paid at least once each month into the state treasury to the credit of the fund for the support of the Missouri workmen's compensation commission, for copies of papers and records not required to be certified or otherwise authenticated by the commission, ten cents for each one hundred words and figures; for certified copies of official documents, awards or other records, fifteen cents for each one hundred words and figures, and one dollar for every certificate under seal affixed thereto; for each certified copy of annual report of the commission, one dollar and fifty cents; for copies of evidence and proceedings, fifteen cents for each one hundred words and figures; also all other fees and charges allowed or required to be collected under this act or any other law. The commission shall also fix and collect from the employer the reasonable expense of any investigation necessary to determine his ability to carry his own insurance. No fees shall be charged or collected for copies of papers, records, or official documents furnished to public officers for use in their official capacity, or for annual reports or other matters published by the commission, in the ordinary course of distribution, but the commission may fix reasonable charges for publications issued under its authority.
- Sec. 65. Every public officer, without exacting a fee or charge therefor, shall furnish the commission on application, with a certified copy of any document, or part thereof, on file in his office, and no public officer shall be entitled to receive from the commission any fee for entering, filing, docketing or recording any document required or authorized by law to be filed in his office.

Sec. 66. The commission shall make and submit to the governor, on or before the second Monday in January, in each year, a report containing a full and complete account of its transactions and proceedings for the preceding year, together with all statistics and information collected by it, and such other facts, suggestions and recommendations as it may deem of value, which report shall be laid before the legislature.

Sec. 67. For the purpose of providing for the expense of administering this act, every person, partnership, association, corporation, whether organized under the laws of this or any other state or country, company, mutual company, the parties to any inter-indemnity contract, or other plan or scheme, and every other insurance carrier, insuring employers in this state against liability for personal injuries to their employees, or for death caused thereby, under this act, shall, as hereinafter provided, pay tax upon the deposits or premiums received, whether in cash or notes in this state, or on account of business done in this state, for such insurance in this state at the rate of two per cent in lieu of all other taxes on such deposits or premiums, which amount of taxes shall be assessed and collected as hereinafter provided.

Sec. 68. If any such insurance carrier shall fail or refuse to make the return required by this act, the said superintendent shall assess the tax against such insurance carrier or self-insurer at the rate herein provided for, on such amount or premiums or deposits as he shall deem just, and the proceedings thereon shall be the same as if the return had been made.

Sec. 69. Every such insurance carrier shall on or before the first day of March, 1926, and each year thereafter, make a return, verified by the affidavit of its president and secretary, or other chief officers or agents, to the superintendent of the insurance department, stating the amount of all such gross premiums or deposits and credits during the year ending on the 31st day of December, next preceding. Upon the receipt of such returns the superintendent shall verify the same and assess the tax upon the various insurance carriers on the basis and at the rate provided in section 68 of this act, and make a schedule thereof, duplicate copies of which, properly certified by said superintendent, shall be filed in the office of the state auditor and state treasurer on or before the 1st day of April in each year. Immediately thereafter the superintendent shall notify the insurance carriers of the amount of taxes respectively due from them, and such taxes shall be paid annually into the state treasury on or before the first day of May, next ensuing. If not so paid the state treasurer shall certify the fact to the superintendent, who shall thereafter suspend such delinquent carriers of insurance from the further transaction of business in this state until such taxes shall be paid. Upon receiving said money the state treasurer shall place the whole thereof to the credit of the fund for the support of the Missouri workmen's compensation commission. As the commission may from time to time

determine, the state auditor and state treasurer shall make transfers to the general revenue fund from the fund for the support of the Missouri workmen's compensation commission, so as to refund any appropriations made to said fund out of the general revenue fund.

Sec. 70. If any such insurance carrier shall withdraw from business in this state before the tax shall fall due according to the provisions of this act, or shall fail or neglect to pay the tax imposed herein, the superintendent shall at once proceed to collect the same, and he is hereby empowered and authorized to employ such legal process as may be necessary for that purpose and when so collected he shall pay the same into the state treasury as a part of the fund for the support of the Missouri workmen's compensation commission. The suit may be brought by the superintendent in his own name, in any court of this state having jurisdiction, reasonable attorney's fees may be taxed as costs therein, and process may issue to any county of the state, and may be served as in civil actions or in cases of unincorporated associations, partnerships, interindemnity contract or other plan or scheme upon the principal agent of the parties thereto.

Sec. 71. Wherever the employer carries his own risk or wherever substitute schemes for insurance provided for in section 33 have been approved, the commission shall inform the superintendent of insurance, who, thereupon, shall assess and in like manner collect a similar tax from the employer carrying his own risk at the same rate and on the same basis as taxes are assessed against insurance carriers, of any character, carrying like risks in this state under the provisions of this act.

Sec. 72. Any person or persons who shall in this state act or assume to act as agent for any such insurance carrier whose authority to do business in this state has been suspended under this act, while such suspension remains in force, or shall neglect or refuse to comply with any of the provisions of this act obligatory upon such person or party, or who shall willfully make a false or fraudulent statement of the business or condition of any such insurance carrier, shall be deemed guilty of a misdemeanor and on conviction thereof shall be punished by a fine of not less than \$500 nor more than \$5,000 or by imprisonment in the county jail for not less than one week nor more than one year, or by both such fine and imprisonment.

Sec. 73. Whenever by this act any officer is required to give any notice to any insurance carrier, the same may be given by mailing the same, postage prepaid, addressed to the principal office of the insurance carrier or its agent in this state, or to its home or to the secretary, general agent or chief officer thereof in the United States.

Sec. 74. Any insurance carrier, foreign or domestic, liable to pay a tax upon its premiums or deposits under this act shall not be liable to pay any other or further tax upon such premiums or deposits under any other law of this state, and the provisions of this act shall also extend and apply to all premiums or deposits received during any part of the year 1925.

Sec. 75. Any person, corporation, his or its directors, officers or agents, or any other person who violates any of the provisions of this act for which a penalty has not hereinbefore been specifically provided, shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by a fine of not less than \$50 nor more than \$500 or by imprisonment in the county jail for not less than one week and not more than one year or both such fine and imprisonment.

Sec. 76. All of the provisions of this act shall be liberally construed with a view to the public welfare and a substantial compliance therewith shall be sufficient to give effect to rules, regulations, requirements, awards, orders or decisions of the commission, and they shall not be declared inoperative, illegal or void for any omission of a technical nature in respect thereto.

Sec. 77. If any section, subsection, sentence, clause or phrase of this act is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this act. The general assembly hereby declares that it would have passed the act, the each, section, subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more of the same shall be declared unconstitutional.

Sec. 78. All acts or parts of acts in conflict or inconsistent herewith are to that extent hereby repealed.

Sec. 79. Section two to four inclusive, and section thirty-four of this act shall not take effect until September 1, 1925. Approved April 30, 1925.

# STATE OF MISSOURI DEPARTMENT OF STATE

# TO ALL TO WHOM THESE PRESENTS SHALL COME;

I, CHARLES U. BECKER, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of an Act of the General Assembly of the State of Missouri, entitled:

AN ACT to provide a system of workmen's compensation; prescribing the manner of election and rejection of the act and the effect thereof; defining certain terms used in said act; defining the rights and liabilities of employers and employees electing to accept or reject the act, and of third persons in connection therewith; prescribing the method of payment of compensation to employees injured and disabled as a result of accidents arising out of and in the course of their employment; prescribing the powers and duties of the commission and the courts in connection therewith; regulating the charges for medical aid; burial expenses and attorney's fees; prescribing the rights, duties and liabilities of the employer's insurer and regulating insurance rates, reserves and policies; regulating the rights of dependents, making certain minors of full age; providing for the giving and serving certain notices thereunder; prescribing the manner of procedure and the limitations on proceedings thereunder; providing the means of enforcing awards and the manner and extent to which the same may be reviewed by the courts; creating the Missouri workman's compensation commission to administer the act and prescribing its powers, duties, and the salaries of the commissioners and the commission's employees; providing for the establishment of offices for such commission; providing for the insurance of the liability of an employer for injury or death of his employees, by insurance carriers authorized to transact this class of insurance in the state or by self-insurance; providing a tax on insurance premiums to defray the expenses of administering the act; repealing all acts or parts of acts inconsistent herewith; prescribing penalties for violations of certain of its provisions and fixing the time when certain of its provisions shall take effect.

as appears by comparing the same with the original roll of said Act now on file, as the law directs, in this office.

[SEAL]

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this second day of May A. D., Nineteen Hundred and twenty-five.

(Signed) CHARLES U. BECKER

Secretary of State.

(Signed) R. C. Donaldson

Chief Clerk.

6. 4.7

AMERICAN ZINC, LEAD AND SMELTING COMPANY
MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO.

September 9, 1927.

Mr. H. I. Young, Vice President, American Zinc, Lead & Smelting Co., of c/o 1 State Street, Boston, Massachusetts.

Dear Howard:

Mr. R. S. Henderson, Tulsa representative of Alexander & Alexander, Inc., has recently returned from an eastern trip with a renewal of his offer to rewrite our Oklahoma Liability Insurance at \$6.318, the rate we are now paying. The rate promulgated by the Bureau, which I understand will become effective next November 28th, should we not place our order through Alexander & Alexander, will be \$6.89.

I expressed myself to Henderson very frankly on the way we have been treated by Drew and told him our Company still felt the rate for next year should be \$5.85, or not to exceed \$6.00. We finally agreed to write Mr. Alexander, President of the company, a personal letter setting out my contentions with a request be given coverage This would mean including \$15,000.00 excess insurance at the \$1.00 rate./ á loss to Alexander & Alexander of the time and expense required for handling our business; in other words, they would have to make up to the U. S. E. & G. Company and the company riting the excess policy about the same amount of premiums as they would get back in commissions. I am inclined to believe Henderso will be able to put this proposition over as he, I feel confident, thinks we are justly deserving of the low rate.

Inasmuch as we can secure renewal at this time at \$6.318

Mr. H. I. Young. Page No. 2

with the possibility of a \$6.00 rate, I have told him to rewrite the business. I did want to give the account to Bomford Brothers at Miami, but I am quite sure they would have to charge us the high rate of \$6.89 and I do not believe we can afford to pay the difference just to satisfy our desires in the matter.

Yours very truly,

MANAGER.

GWJ:LLS

ERICAN ZINC, LEAD & SMELTING CO.

JOPLIN, MO.

TOR H.I. Young, Vice Pres.

7 September 16, 1927.

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Co., Post Office Box No. 870, Joplin, Missouri.

Dear Mr. Johnson:

With regard to your conversations with our Mr. Henderson having regard to the renewal rate for your Compensation insurance in the State of Oklahoma, we will state to you unequivocally that your renewal rate will be six percent, which is the basic rate.

I want to assure you that I have personally felt very deeply in not being able to make good on your rate last year and want to assure you there will be no hitch in the coming renewal.

With kind personal regards, beg to remain

Very truly yours,

ALEXANDER & ALEXANDER, INC.

(signed) C. S. Drew,

Mgr., Casualty & Surety Dept.

CSD:CGP

AMERICAN ZINC, LEAD & SMELTING CO.
JOPLIN, MO.

FOR H. I. Young, Vice Pres.

256 M

September 19, 1927.

Mr. C. S. Drew, Manager, Casualty & Surety Dept., Alexander & Alexander, Inc., Baltimore, Maryland.

Dear Mr. Drow:

I wish to thank you very kindly for your favor of September 16th, in which you state unequivocally that our renewal rate for Compensation Insurance in the State of Oklahoma will be \$6.00.

I can assure you the manner in which this rate question has been finally settled is very much appreciated. We, of course, also regret your being unable to make good on the rate for last year, but now feel that the best possible has been given us for which we thank you.

With best personal regards, I beg to remain Yours very truly,

GWJ:LLS

MANAGETH .

AMERICAN ZINC. LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

256

JOPLIN, MO. September 19, 1927.

Mr. H. I. Young, Vice President, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I am inclosing herewith copy of letter just received from Mr. C. S. Drew, Manager Casualty & Surety Department, Alexander & Alexander, Inc., covering our renewal of Compensation Insurance in the State of Oklahoma next November 28th, also copy of my repl.

Your will note our brokers have agreed to handle this business at the low rate mentioned in my recent letter to you. This will mean the saving of a little better than 5% for the policy year 1928 is compared with this year's experience and incidentarly Alexander & Alexander, Inc., will lose whatever it costs them to handle the account. Should we have transferred this business to the local agent, I am fully convinced we would have been forced to pay a rate of \$6.89.

Yours very

GWJ:LLS

7

SEPT. 20, 1927.

Mr. G. W. Johnson, Manager, Amorican Zino, Lead & Smelting Co., P. O. Box 870, JOPLIN - MISSOURI.

#### Dear Wes:

I have yours of the 9th regarding placing Oklahoma Liability Insurance,
and think under the circumstances that all
of this business should be placed with
Alexander and Alexander.

Very truly yours.

VICE PRESIDENT.

HIY:S

AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON.

MANAGER OF MISSOURI MINES



JOPLIN. MO. October 10, 1927.

Mr. H. I. Young, Vice President, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

One of the Metropolitan Life Insurance Company's representatives called on me today to sell us Group Life Insurance for the benefit of our mine employees. When I told him we were not interested, he suggested Health and Non-Occupational Accident Insurance, or in other words, coverage for our men not taken care of by Compensation Insurance. The Health and Accident policy will pay \$10.00 per week when an employee is off the job account of his health or an accident due to causes not attributable to his occupation. The premium charge on this policy is \$1.50 per month. This insurance will not cost our Company anything, but we will be required to deduct the premiums from our payroll for payment to the Metropolitan Company.

I believe this good protection for our men and if agreeable with you will permit the Metropolitan Company to try to sell our employees this Insurance.

Yours very truly,

GWJ:LLS

October 12. 1927.

26 N

Mr. C. W. Johnson, Manager, P. O. Box 870, Joplin, Missouri.

Dear Wes:

I have yours of the 10th regarding health and accident incurance. The Provident Life and Accident Company of Thattanooga. Tennessee, has carried the Mascot accident incurance since this property was started in 1913. At one time you recall they had several policies at our Davey mines. At present our employees here are paying \$1.00 per month which gives them one-half wages up to a maximum of \$25.00 per wook during the seven day waiting period and \$500.00 in case of death either from accidental or natural causes. I suggest if you are coriously considering this type of indurance that you communicate with their Er. J. V. Kirksey, Vice President, at Chattanooga, Tennessee, as on account of our experience here I believe you would be given a better rating than you will get from the Metropolitan.

un account of the prevalence of T. B. in your district I do not believe any insurance company can afford to carry health insurance unless they charge a very high rate of premium.

Mr. Johnson - 2. October 12, 1927.

After you have taken this up with the Provident
I will appreciate your writing me further.

Very truly yours,

VICE PRESIDENT.

HIY: No

m G

# AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES



JOPLIN, MO. October 14, 1927.

Mr. H. I. Young, Vice President, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

I have yours of October 12th regarding health and accident insurance.

It occurs to me we should give the Metropolitan Company preference account of their cooperation in the Picher clinic and, too, they are writing a good deal of this insurance and naturally give it a great deal of attention. I note the Provident Life and Addident policy you mention does not cover sickness, which down here is the most important to the average miner. I do not believe our men would be interested in purchasing insurance that would pay them part wages for the waiting period only. The life feature, of course, would be good, but I doubt if attractive.

However, I am today writing Mr. Kirtsey as you have suggested to see what kind of proposition he will offer us. You understand the Company will pay no part of the cost.

Yours very truly

GWJ:LLS

MANAGER.

r . . AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT P. O. BOX NO. 870 G. W. JOHNSON, JOPLIN, MO. MANAGER OF MISSOURI MINES January 19, 1928 Mr. H. I. Young, Vice President, American Zinc, Lead & Smelting Co., Mascot, Tennessee. Dear Howard: I am attaching hereto Exempted Employer's Acceptance of Missouri Workmen's Compensation Act for the year 1928 which please forward to our Boston office for execution. will note the acknowledgment requires the Company seal. Our reason for filing this Acceptance with the Workmen's Compensation Commission at Jefferson City, Missouri, is that we may at times employ less than ten men, which under the Act automatically exempts us unless we file this form properly filled out and executed by our president. We have renewed our compensation insurance coverage with W. H. Markham & Company, St. Louis, Missoup, at the rates made effective by the State Insurance commissioner when the Act became effective January 9, 1927, with the understanding an experience rating will be granted some time during the I think our experience has been year and made retroactive. good so we should receive a credit. Yours very MANAGER. GWJ:LLS

256

JANUARY 26, 1928.

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Co., P. C. Box 870, JOPLIN - MISSOURI.

Dear Wes:

I have yours of the 19th enclosing Exempted Employer's Acceptance of the
Missouri Workmen's Compensation Act and
same is being forwarded to our President
for signature.

very truly yours.

VICE PRESIDENT.

HIY: S

256

JANUARY 26. 1928.

Mr. W. A. Ogg. President, American Zine, Lead & Smelting Co., #1 State Street, BOSTON - MASS.

Dear Mr. Ogg:

I am enclosing herewith Exempted
Employer's Acceptance of the Missouri Workmen's
Compensation Act. I will appreciate it if you
will kindly execute this and affix thereto the
Company Seal.

our reason for filing this Acceptance is that we at times employ less than ten
(10) men in Missouri, which under the act automatically exempts us unless we file this Form
properly filled out and executed by the President
of the Company.

Thanking you for your prompt attention to this, I am.

Very truly yours,

VICE FRESIDENT.

HIY:S Encls.(1)

#### AMERICAN ZINC, LEAD AND SMELTING COMPANY

WILLIAM A.OGG
PRESIDENT



ONE STATE STREET
BOSTON

JAN. 30, 1928

Mr. H. I. Young, Vice President, American Zinc, Lead and Smelting Co., Mascot, Tennessee.

Dear Mr. Young:

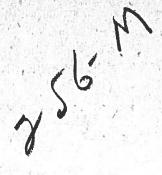
Enclosed please find Exempted Employer's Acceptance of the Missouri Workmen's Compensation Act, duly signed and acknowledged.

Yours very

PRESIDENT.

W. END: (1)

756 February 2, 1928. Mr. W. A. Ogg. President. No. 1 State St., Boston, Mass. Doar Mr. Ogg: This will acknowledge, with thanks, yours of the 30th enclosing Exempted Employer's Acceptance of Miscouri Workmen's Compensation Act. Very truly yours, VICE PRESIDENT. HIY:M. HSM-0477 February 2, 1926.



Mr. C. W. Johnson, Manager, No. 235 McKinley Building, Joplin, Missouri.

Doar Wes:

I hand you, herewith, Exempted Employer's Acceptance of Missouri Workmen's Compensation Act which has been properly signed by our President and Secretary.

Kindly acknowledge receipt of same.

Vory truly yours,

VICE PRESIDENT.

HIY: H.

AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT P. O. BOX NO. 870

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO. February 6, 1928

Mr. H. I. Young, Vice President, American Zinc, Lead & Smelting Co., Mascot, Tennessee.

Dear Howard:

This will acknowledge with thanks receipt of your favor of February 2nd inclosing Exempted Employers Acceptance of Missouri Compensation Act, properly signed by our President and Secretary.

Yours very truly,

GWJ: LLS

JOPLIN, MO.

For

Bulletin No. 304

June 29, 1928

## STATE INSURANCE DEPARTMENT WARNS AGAINST NON-ADMITTED COMPANIES

The following warming has been issued by the Missouri Insurance Department:

"Word has come to the Insurance Department that a number of unauthorized companies have been solititing insurance in this state. Before any company is authorized to write insurance in Missouri, such company is required to secure a license from the Insurance Department. Warning is hereby given to the insuring public to refuse to insure in any company without first ascertaining that such company is licensed in this state. Should a person insure his life or property in an unauthorized company and later suffer a loss, he would not be in a position to call on the Insurance Department for assistance. He could not enforce settlement of any claim by suit in this state but would have to bring suit in some other state. He might have to go to Europe in order to enforce settlement, as many of those unauthorized companies are foreign companies."

The Missouri Insurance Federation reports to us that one or more of its members have been fined for selling this type of insurance.

They inform us that in one case an agent who had been fined visited all of his customers to whom he had sold this so-called "wildcat" insurance, taking up the policies and refunding the amounts paid as premium

He found one small merchant who refused to give up his policies and who finally admitted to the agent that he was using them to secure credit from wholesalers and manufacturers.

The same organization reports that a large mercantile concern in St. Louis recently suffered a heavy loss when the insurance carried by one of its customers proved to be with one of these unauthorized companies.

Insurance should be considered only through a reliable agency with established responsibility.

Where the amount of insurance is an element in granting or with-holding credit, the names of the companies with which the insurance is carried, as well as the face amount of the policies, should be insisted upon.

Your own insurance agent can advise you regarding the reliability of these companies, or the information may be obtained from the Missouri Insurance Department, Jefferson City, or from Best's insurance reports.

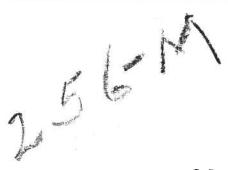
ASSOCIATED INDUSTRIES OF MISSOURI

Elmer Donnell, Managing Director.

AMERICAN ZINC, LEAD & SMELTING CO.

JOPLIN, MO.

### Mascot



July 3, 1928.

Mr. H. L. Smith Comptroller. American Zino, Lead & Smelting Co., Boston, Massachusetts.

Dear Sir:

I am inclosing herewith copy of Bulletin No. 304 issued by the Associated Industries of Missouri, subject "State Insurance Department Warns Against Non-Admitted Companies".

As most of our fire and tornado insurance is darried with non-admitted companies through Alexander & Alexander, Inc., and there is always that chance of our having trouble in case of settlement for damages, it occurs to me the enclosed warning should be given serious consideration. We have had some experience with the so-called "wild cat" insurance companies in dealing with the Frank Matthews Insurance Agency at Joplin and may eventually lose some return premiums that are due us. Should we wish to make a claim through the courts we will have to get service in some other state, or in the case of Illoyds London, in England. I have often wondered how much trouble it would be to collect a claim for damages from one of these companies should they refuse to make settlement.

Yours very truly

GWJ: LIS 20C: HIY AMERICAN ZINC, LEAD & SMELTING CO.

JOPLIN, MO.

H. I. Young, Vice Pres.,
Mascot



July 3, 1928.

Mr. J. A. O'Hallaron, Casualty Department, W. H. Markham & Co., St. Louis, Mo.

Dear Joe:

You no doubt have received W.C. Bulletin No. 185 from the Workman's Compensation Bureau of the Associated Industries of Missouri, subject "Premium to be dollected on Official's Salaries". I would like to know if this new rule approved by the Missouri Insurance Department will apply to our risk carried by the U.S.F.& G. Company.

Mo American Zinc Company officials except the resident manager are located in the State of Missouri, so I doubt very much whether they are covered under our policy. You will no doubt recall my salary has not been taken into consideration when figuring premiums and my time is divided between Missouri, Oklahoma and Kansas and my duties are confined to inspection and examination work when at any of our properties. We also have an ore buyer with an office at Joplin but who spends most of his time in Oklahoma. No insurance premium has been paid on his salary.

An early reply will be greatly appreciated.

Yours very truly

GWJ:LLS 2CO:HIY JOPLIN, MO.

For

NS6M

St. Louis, Mo.
July 6th, 1928

Mr. G. W. Johnson, Manager, American Zinc, Lead & Smelting Company Joplin, Missouri.

Dear Wes:-

Your letter July 3rd regarding Bulletin 185 from the Associated Industries. I believe I told you that we resigned from the Associated Industries shortly after the Compensation Act went through because we did not think there was anything further for the Associated Industries to do.

The attached endorsement expresses in a few words the new rule put out by the Missouri Insurance Department. In plain English, it means that no matter how much an officer gets, the insurance company can only charge on his payroll on the basis of \$100.00 per week, or \$5200.00 per year. If an officer does office work exclusively, he takes the office rate. If he happens to be the kind of a corporate officer whose duties take him out through the plant and whose time is largely consumed in seeing that everything moves along, thus requiring his presence in the same neighborhood where his men work, he is obliged to include this \$5200.00 per annum at the same rate as his men on the operating payroll. If his time is divided between two departments his payroll is split and the company charges the rate applicable to each department.

This rule, of course, does not apply to any corporate officer who does not live in Missouri. Thus, the officers of your company in Boston would have no connection with this rule.

Your own salary should be included for two reasons. First, as you are entitled to protection under the Workmen's Compensation Act or at common law liability, whichever the case may be, the same as anybody else who works for your company. If you are injured in connection with your duties and it so happens that you are not included under the Workmen's Compensation Act, nevertheless you are entitled to have somebody pay you for your damage. If your payroll were not included you would not be covered, so that you should include your salary. The fact that you go over into Kandas and Oklahoma would not prejudice your rights under the Missouri Compensation Act if the conditions are such that you are covered under the Compensation Act. The Act is extra-territorial, and since you emanate from Missouri no matter where you go you would be covered under the Missouri Compensation Act unless there are conditions which automatically exclude you from the Act. The same applies to the ore buyer at Joplin.

AMERICAN ZINC, LEAD & SMELTING CO.

JOPLIN, MO.

Page No. 2

The new rule of the Insurance Department does not affect your policy in the least, excepting that formerly if a corporate received \$50,000 per annum salary the insurance company could take his entire salary and charge a premium on it, whereas under the new rule they can only take \$5200.00.

If this does not give you all the information you want, please write me again.

With kind personal regards, I remain

Yours very truly,

W. H. MARKHAM & COMPANY,

(signed) J. A. O'Hallaron

Manager, Casualty Dept.

AMERICAN	ZINC,	LEAD	&	SMELTING	Co.			
JOPLIN, MO.								

FOR

EXECUTIVE OFFICERS REMUNERATION ENDORSEMENT

The Policy to which this endorsement is attached is amended as follows:

If this Employer is a corporation, the entire remuneration of the President, any Vice-President, Secretary or Treasurer shall be disclosed and made subject to a premium charge at the rate applicable to the hazard to which each such officer is exposed, which rate shall be applied to the actual remuneration of each such officer but not in excess of \$100 per week. If any such officer is exposed to varying hazards, premium shall be charged on the basis of the highest rate for any hazard to which he is exposed.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the undermentioned policy, other than as above stated.

This endorsement when countersigned by a duly authorized agent of the undermentioned Company and attached to policy No.\_\_\_\_\_\_issued to \_\_\_\_\_\_ of shall be valid and shall form part of said policy.

THE OCEAN ACCIDENT AND GUARANTEE CORPORATION? Ltd.
Charles H. Neely,

Countersigned	by		and	Attorney
	Authorized Age	nt		



East St. Louis, Illinois July 6, 1928

Mr. G. W. Johnson, Manager American Zino, Lead and Smelting Company Joplin, Missouri

My dear Wes:

Referring to yours of the third, addressed to Mr. J. A. O'Halleron:

Before you pay insurance premium on the salaries paid to you or Mr. McColgin, please take same up with me, as I see no reason why we should make this payment.

Very truly yours.

Vice President

HIY:M Dict. 7/6 AMERICAN ZINC, LEAD & SMELTING CO.

JOPLIN, MO.

H. I. Young, Vice Pres.,
Mascot

July 9, 1928.

Mr. J. A. O'Hallaron, Mgr., Casualty Department.
W. H. Markham & Co.,
St. Louis, Missouri.

Dear Joe:

Executive Officers Remuneration Endorsement and note with much interest your comments thereon. However, I cannot agree with you that the American Zinc Company should pay compensation insurance premiums on salaries paid the local manager and ore buyer, even on a basis of \$100.00 per week, and before an endorsement is issued requiring these payments I will appreciate an opportunity to discuss same with you in more detail. You will no doubt be down in this part of the state in the near future and can then arrange to call at my office.

Yours very truly,

IANAGER.

GWJ: LLS 200:HIY AMERICAN ZINC, LEAD & SMELTING Co.

JOPLIN, MO.

H.I. Young, Vice Pres.,
Mascot

July 9, 1928.

Mr. J. A. O'Hallaron, Mgr., Casualty Department, W. H. Markham & Co., St. Bouis, Mo.

Dear Joe:

This will acknowledge with thanks receipt of your favor of June 28th inclosing endorsement containing modified rates applicable to U.S.F.& G. Policy No. Z-359840 covering Missouri Operations, the credit of 7.7% to be retroactive to January 27th, this year.

Yours very truly.

MANAGER.

GWJ: LLS 200:HIY 1.0 AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT P. O. BOX NO. 870 256 G. W. JOHNSON, JOPLIN. MO. MANAGER OF MISSOURI MINES July 9, 1928. m Mr. H. I. Young, Vice President, American Zinc, Lead & Smelting Co., Mascot, Tenn. Dear Howard: With further reference to a corporation operating in the state of Missouri paying compensation insurance premiums on the remuneration of executive officers, I inclose herewith copy of letter just received from Mr. O'Hallaron and copy of Executive Officers Remuneration Endorsement that will no doubt be issued by the U.S.F.& G. Company for attachment to our policy. These enclosures explain the proposition quite fully and rather indicate we will be forced to include at least a proportionate amount of my salary and that of Mr. McColgin when computing premium. If you occasionally see Mr. O'Hallaron in St. Louis or can conveniently arrange a meeting with him, I would suggest you explain to him our position in the matter. When I am in Oklahoma my work is for the American Zinc Company of Oklahoma and I question whether a Missouri policy would cover. Should you talk the matter over with O'Hallaron, kindly let me have your conclusions. Yours very truly. GWJ: LLS CC:HTY HSM-0489 AMERICAN ZINC, LEAD AND SMELTING COMPANY
MINE OPERATING AND LAND DEPARTMENT
P. O. BOX NO. 870

256

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

JOPLIN, MO. October 17, 1928

Mr. H. I. Young, Vice Pres., American Zinc, Lead & Smelting Co., Mascot, Tenn.

Dear Howard:

Mr. C. S. Drew, representing Alexander & Alexander, Inc., just called me by telephone from Tulsa; Oklahoma, to advise that our renewal rate for computing compensation insurance in the State of Oklahoma for the year ending November 1929 has been promulgated at \$5.99. At the beginning of the year 1927 we had a debit of 5.6% which during the year was reduced to 4.1%. The base rate has been reduced from \$6.00 to \$5.76 by order of the Oklahoma State Commission. You will recall our promulgated rate last year was quite high but that I was successful in holding Mr. Drew to former promise for a reduction and secured a rate of \$6.00, the then base rate for Oklahoma, almo we were given excess coverage at no cost. He now agrees to allow us to pay premiums based on a rate of \$5.76, the present base rate, but in preparing all statements we will have to use the rate of \$5.99.

I feel that Mr. Drew has taken care of our business in good shape and therefore authorized his renewing our Oklahoma policies for another year, which I trust will meet with your approval.

Yours very truly,

MAMAGER

GWJ:LLS CC:HIY

JJI

26 M

East St. Louis, Ills. October 29, 1928

Mr. G. W. Johnson, Manager American Zinc, Lead & Smelting Company Joplin, Missouri

My dear Wes:

I have yours regarding your telephone conversation with Mr. Drew, representing Alexander & Alexander, and I thoroughly agree with you that our liability insurance should be carried with Drew, as he has taken care of you in very nice condition.

Very truly yours,

Vice President

HIY: MR

AMERICAN ZINC. LEAD & SMELTING CO.

JOPLIN. MO.

#### H. I. Young, Vice Pres.,

2567

July 2, 1929.

Mr. H. L. Smith, Comptroller, American Zinc, Lead & Smelting Co., Boston, Mass.

Dear Sir:

The mayor of the city of Joplin and the chief mine inspector of the state of Missouri are making an effort to enforce certain laws for the protection of the public against the dangers of open mine shafts. The publicity in connection with this campaign has focused the attention of many citizens of Joplin on mining lands within and adjacent to the city.

We have not as yet received any form of notice from either the city or state officials and, unless the issue is forced by some complaining property owner. I rather doubt whether we will be required to clear our lands of the open shaft menace. Our relations with both the city and state officers are most friendly.

Should an accident occur on our lands, however, a claim for damages may follow and I, therefore, wish to ask if our public liability insurance policy covers our entire holdings within the Tri-State District. Our Most hazardous situation is in Missouri, Jasper and Newton Counties, and we should have complete protection.

Yours very truly,

GWJ: LLS

2200

AMERICAN ZINC, LEAD & SMELTING COMPANY
ONE STATE STREET
BOSTON

COPY.

For Mr. H. I. Young, Vice President - Mascot

JULY 6, 192

Mr. G. W. Johnson, Manager, American Zine, Lead & Smelting Company, Joplin, Missouri.

Dear Mr. Johnson:-

We have your letter of July 2nd in reference to the matter of public liability insurance on our holdings in the Tri-State District. Our records show that for a number of years we have carried our own public liability insurance there, and that on May 31st we had a balance to our credit of \$865.98.

insurance under a standard form of policy, we would not be protected for claims arising from the hazards mentioned in your letter. Ordinarily, public liability insurance covers only claims for injuries to the public arising from the operations of the Company, and does not mover claims for injuries at points on the property where no operations at all are being conducted. It is possible, however, to get a form of policy to protect us against claims by members of the public who may fall into open mine shafts on our land. We recently had this subject up with Alexander & Alexander in connection with

Mr. G. W. Johnson, Manager, Page 2 July 6, 1929

an accident which occurred on our Tennessee property, and they advised us that policy can be secured on an agreege basis.

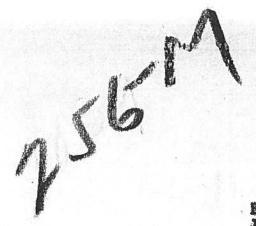
Mr. Young is now considering the matter of having our Tennessee property covered by such a policy and it is probable that he will also have some suggestions to make in regard to our Tri-State Holdings.

Yours very truly,

COMPTROLLER.

JHG/T

CC - Mr. H. W. Young, Vice President



East St. Louis, Ill. July 8, 1929

Mr. G. W. Johnson, Manager of Missouri Mines American Zino, Lead and Smelting Company Joplin, Missouri

My dear Wes:

I should appreciate it if you will at once write me a letter, with carbon copy to Er. Caldwell and Er. Smith, advising the exact acreage of land we own at Oronogo, Joplin, Granby, Carterville, other locations in Jasper County, and other locations in Newton County and Morgan County.

This information is needed in order that Mr. Smith may secure a proposition on public liability insurance applicable to our lands other than that being operated.

Very truly your ,

Vice President

HLS-copy

Courts .

# AMERICAN ZINC, LEAD AND SMELTING COMPANY MINE OPERATING AND LAND DEPARTMENT

P. O. BOX NO. 670

G. W. JOHNSON,
MANAGER OF MISSOURI MINES

Mr. H. I. Young, Vice Pres., American Zinc, Lead & Smelting Co., Mascot, Tem.

Dear Howard:

JOPLIN, MO. July 9, 1929

As requested in yours of July 8th, I submit herewith list of Company lands in this District, classified as to cities to which the land is nearest located; also I have included the number of city lots we own, which offer greater hazard than some of our outlying acreage.

	Acrea ge	City Lots
Jasper County, Missouri:		
Oronogo	1116.96	84
Joplin	798.21	
Webb City	60.00	
Carterville	181.25	298
Porto Rico	<b>39,25</b>	
Newton County, Missouri:		
Granby	7262.46	599
Diamond	141.65	
Spurgeon	75.00	
Morgan County, Missouri	2956,92	
Jefferson County, Missouri	105.72	
Total	12737 42	981

Trusting this will give you the information desired, I beg to remain

Yours very truly,

GWJ:LLS CC:HLY

HIS

AMERICAN ZINC, LEAD AND SMELTING COMPANY
MINE OPERATING AND LAND DEPARTMENT
P. O. BOX NO. 870

G. W. JOHNSON MANAGER OF MISSOURI MINES

JOPLIN, MO.

November 14, 1929.

Mr. H. I. Young, Vice Pres., American Zinc, Lead & Smelting Co., Mascot, Tenn.

Dear Howard:

With reference to our compensation and public liability insurance coverage of Oklahoma operations, I have been negotiating with W.H. Markham & Company, Alexander & Alexander, Inc., and with Bomford Brothers at Miami.

This past year our rate as promulgated by the Bureau should have been \$5.996 on a \$5,000.00 policy. We received from Alexander & Alexander, Inc., this regular coverage and an excess policy for \$5,000.00 written by Lloyd's London at a total rate to us of \$5.76. This was a confidential arrangement which required our issuing duplicate statements.

This year our promulgated rate is \$5.789 for a \$5,000.00 policy, or \$6.136 for \$10,000.00 coverage, these being regular rates.

Markham & Company has offered to write us a \$5,000.00 policy at \$5.789 or a \$10,000.00 policy, full coverage in one company, at an increased cost of not in excess of \$100.00 for the year. They also wish to try to secure for us a classified rating based on the operation of the Big Chief Retreatment Plant, which we think has been sold and on which we now carry a policy with the U.S.F. & G. Company. Inasmuch as Markham expects to do business with U.S.F. & G., the only insurance company writing compensation policies in Oklahoma, I do not think they can be successful in securing a separate rating for mining and milling. This

Mr. H. I, Young, - #2

is also contrary to the Oklahoma state ruling by the Bureau.

Alexander & Alexander, Inc., has agreed to renew our coverage up to \$10,000.00, all with the U.S.F.& G. Company, at the regular rate charged for a \$5,000.00 policy, or \$5.789. They have also arranged for the cancellation of the policy we now hold covering the Big Chief Retreatment Plant without loss of any deposit premium, whereas a regular cancellation would have to be made on a short rate basis. You can readily see the Alexander & Alexander proposition is much better than Markham has submitted; therefore, I have accepted renewal with Alexander & Alexander.

I trust my action in this matter will mest with your approval.

Yours very truly,

GWJ:LLS CC:HIY

P.S. Bomford Brothers offer U.S.F. & G. \$10,000.00 policy at \$5.83.
G. W. J.

AGER.

750

East St. Louis. Ill. 43 November 18, 1929

Mr. G. W. Johnson, Manager American Zinc. Lead and Smelting Company Joplin, Missouri

Dear Wes:

I have yours of the 14th reporting on Compensation and Public Liability coverage in Oklahoma.

Your action in placing this with Alexander & Alexander is entirely satisfactory.

Very truly yours,

Vice President

HIY: MR